

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

REGULAR MEETING AGENDA

Jarvis Hall

4505 Ocean Drive

Monday, September 26, 2016

6:30 PM

- 1. CALL TO ORDER, MAYOR SCOT SASSER**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. INVOCATION - Pastor James Corgie**
- 4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
- 5. PRESENTATIONS**
 - a. Transportation Management Association (TMA) 25th Anniversary Proclamation
- 6. PUBLIC COMMENTS**
- 7. PUBLIC SAFETY DISCUSSION**
 - a. VFD August 2016 Report (Chief Judson Hopping)
- 8. TOWN MANAGER REPORT**
 - a. August Finance Report (Lisa Fuentes, Finance Director)
 - b. Town Manager Report (Bud Bentley, Town Manager)
- 9. TOWN ATTORNEY REPORT**
- 10. APPROVAL OF MINUTES**
 - a. September 12, 2016 1st Pubic Budget Hearing Minutes (Tedra Allen, Town Clerk)

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- b. September 12, 2016 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

11. CONSENT AGENDA

- a. Sewer Point Repairs and Lateral Lining on Poinciana Street (Don Prince, Municipal Services Director)
- b. Extension of the Town's License to Benihana to Use Properties on West Tradewinds Avenue. (Bud Bentley, Town Manager)
- c. Five Year Contract for Fire Services with the Lauderdale-By-The-Sea Volunteer Fire Department. (Bud Bentley, Town Manager)
- d. Police Services Agreement with the Broward Sheriff's Office. (Bud Bentley Town Manager)

12. OLD BUSINESS

13. NEW BUSINESS

- a. Public Hearing -Purchase of the Majestica Apartments, 4410 Bougainvilla Drive. (Tony Bryan Assistant Town Manager)
- b. Uber Promotional Weekend (Vice Mayor Mark Brown)

14. COMMISSIONER COMMENTS

15. ORDINANCES – PUBLIC COMMENTS

- a. Ordinances 1st Reading
- b. Ordinances 2nd Reading

16. RESOLUTIONS – PUBLIC COMMENTS

17. QUASI JUDICIAL PUBLIC HEARINGS

18. ADJOURNMENT

19. FUTURE REGULAR COMMISSION AGENDA ITEMS

Town Commission Regular Meeting Agenda Monday, September 26, 2016

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution, at the far right end of the dais.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

Invocation:

The Invocation before the each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation Policy is available on its website, and upon written request to the Town Clerk

Town Commission Regular Meeting Agenda
Monday, September 26, 2016



Agenda Memorandum

Office of the Town Clerk

Tedra Allen
Town Clerk

COMMISSION MEETING DATE: September 26, 2016

ITEM CATEGORY: Presentation

☐ **FY2016 – PART OF THE STRATEGIC PLAN**

SUBJECT TITLE: Transportation Management Association (TMA) 25th Anniversary Proclamation

EXPLANATION: Proclamation proclaiming September 26, 2016 as “Downtown Fort Lauderdale Transportation Management Association Day” to recognize the important milestones that have taken place over the past 25 years.

Exhibits: 1. Proclamation

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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Proclamation

Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, Florida

Item No. 5.a.

DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION 25TH ANNIVERSARY

Whereas, the Downtown Fort Lauderdale Transportation Management Association (DFLTMA) was formed as a nonprofit organization in 1992; and

Whereas, Transportation Management Associations, such as the DFLTMA, provide a variety of services related to transportation demand management (TDM), usually focused on encouraging use of alternatives to commuting in single occupant vehicles; and

Whereas, the DFLTMA works closely with the City of Fort Lauderdale, the Town of Lauderdale-By-The-Sea, Broward County, the Florida Department of Transportation District Four, South Florida Commuter Services, South Florida Regional Transportation Authority, the Downtown Development Authority, Coral Ridge Mall, the Galleria at Fort Lauderdale, and other community partners to provide vital transportation alternatives; and

Whereas, the DFLTMA currently manages the Sun Trolley and Riverwalk Water Trolley, two community transportation systems that serve approximately 500,000 neighbors, tourists, and working professionals each year; and

Whereas, the growth of the DFLTMA over the past 25 years has shown that offering transportation alternatives, such as the Sun Trolley and Riverwalk Water Trolley, enhances mobility within the community and leads to economic growth and vitality.

Now, therefore, I, Mayor Scot Sasser, on behalf of the Town Commission and all of the citizens of Lauderdale-By-The-Sea, do hereby proclaim

***September 26, 2016 as
“Downtown Fort Lauderdale Transportation Management Association Day”***

and urge all members of the community and businesses to support and admire the positive impact that the DFLTMA has made here in the community

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*

Attest: _____
Tedra Allen, Town Clerk

Scot Sasser, Mayor
September 26, 2016



LAUDERDALE • BY • THE • SEA

Agenda Item Memorandum

LBTS Volunteer Fire Dept.

Department

Judson Hopping

Department Director

COMMISSION MEETING DATE – 6:30 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> Sept. 26 th – Regular Meeting 6:30 PM	Sept. 16 th

**Subject to Change*

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

☐ **FY2016 – PART OF THE STRATEGIC PLAN**

SUBJECT TITLE: Monthly Activity Report – August 2016

EXHIBITS: Chief's Overview
 Summary Report
 Active Members Roster
 Activity Report
 Unit Response Time



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of August 2016, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. There were nine multi-family structures, vacation homes, and commercial properties received their annual fire inspection, and ten re-inspections. There was one complaint received during the month of August that has been addressed.

Responses:

The Volunteer Fire Department responded to 28 fire rescue calls within the limits of our contract.

- Of the 28 fire rescue calls received, there were 10 fire alarms, 1 electrical/utility fire, 3 accidents w/injuries, 2 boating accidents, 2 HazMat, 3 elevator rescues, and 7 classified as "other" fires.
- There were 107 emergency 911 medical calls for August 2016. The department was dispatched to 13 of those calls, of which 5 were cancelled by the Chief on Duty or Med12. The department assisted Med12 on 8 of the medical calls.

Training:

The Volunteer Fire Department has 24 regular in-town members, and 26 associate out of town members for a total of 50 active members.

The fire department held 11 fire drills, 1 beach drill, and 5 outside training consisting of the following:

- 316 Hrs - Fire Fighter skills
- 28 Hrs - Ocean Rescue training
- 18 Hrs - Permit Inspections with the Fire Marshal
- 132 Hrs - Pump/Operator Class instructed by Coral Springs Instructors
- 6 Hrs - "Saving Those Who Save Others" lecture hosted by Coral Springs Fire Dept.

A total of 500+ hours were spent in the month of August on training.

In closing, the Volunteer Fire Department will continue to improve and increase fire department members training, as required by ISO and newly established state training curriculums.

Respectfully,

A handwritten signature in blue ink, appearing to read "Judson Hopping".

Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report August 2016

	Regular In-town	Associate Out of Town
Active Member	24	26
Fire 1 non-certified	0	0
Fire 1 Certified	7	0
Fire II Certified	17	26
EMT-B (FL)	6	10
Paramedic (FL)	8	14

Emergency Calls

Fire/Rescue	28
Total Medical 911 calls	107
Medical calls V.F.D. Not Dispatched	94
Medical calls V.F.D. Dispatched	13
Medical calls Canceled by COD/M12	8
Medical calls V.F.D. Assisted	5

Training

500+ Total Hrs

Fire Drills	11
Ocean Rescue Training	1
Outside Specialty Training	5

Ocean Rescue Patrol

147+ Total Hrs.

Station Watch/Community Service

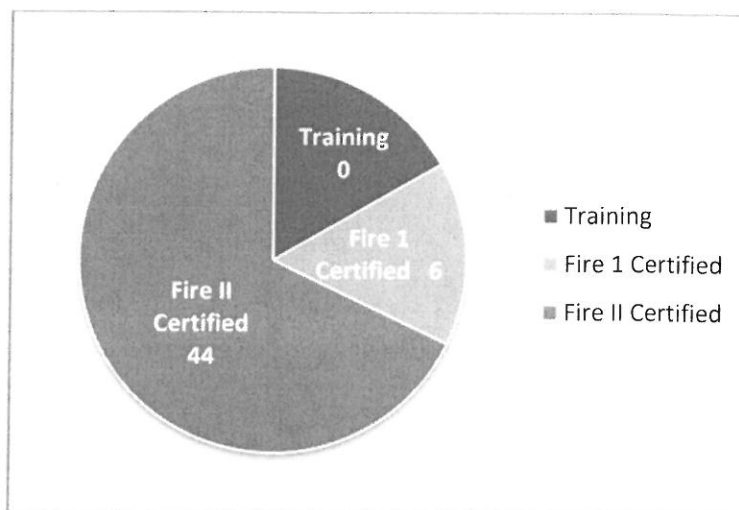
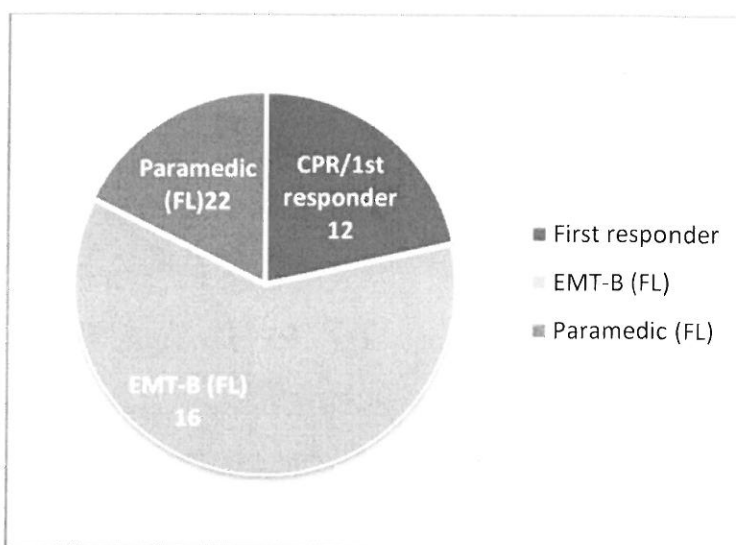
2,277.75+ Total Hrs.

Firefighters	1,644.75+ Hrs
Chief on Duty/Command	744 Hrs



Town of Lauderdale-By-The-Sea Fire Department Monthly Report August 2016

		Non Certified	FF I	FF II	CPR/1 st Responder	EMT-B	Paramedic
		0	6	18	10	6	8
		0%	23%	12%	20%	10%	5%
Regular	24						
		0	0	26	2	10	14
		0%	0%	37%	2%	23%	11%
Associates	26						
Total	50	0	6	44	12	16	22



LBTS Volunteer Fire Department - July 2016, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Arley	Joseph	6007	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	20
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	CPR for healthcare provider	17	52
Boniello	Anthony	153	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	0	70
Brody	Brandon	6008	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	36
Buehrer	Ross	718	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	19
Caggiano	Andrew	747	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	21
Caldwell	Jack	6012	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	20
Casanova	Philip	5031	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	26
Chase	Gordon	110	Regular Member		Lieutenant	Firefighter I	CPR for healthcare provider	2	38
Conn	Mark	004	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	6	128
Daake	James	6002	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	67
Diaz	Rafael	6004	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	30
DiBucci	Thomas	6010	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	21	72
Duskin	Michael	750	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	20
Glick	Brandon	6009	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	17
Gonzalez	Lester	5032	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	32
Gorrin	Ricardo	5026	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	34
Goyochea	Danilo	128	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	14	222
Hamilton	Jonathan	6003	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	70
Hernandez	Sasha	6013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	16
Hershman	Andrew	160	Regular Member	*	Trainee	Firefighter I	CPR for healthcare provider	11	100
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	12	132
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	25	333
Kane	Mark	155	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	12	134
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	29	336
Louvaris	Brittany	093	Regular Member		Lieutenant	Firefighter II - D/E	Paramedic (FL)	7	163
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	25	327
Louvaris, II	John	124	Regular Member		Firefighter	Firefighter I	Paramedic (FL)	10	122
McGirr	Ron	011	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	20	269
Meyers	Edoardo	161	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	8	68
Michailiuk	Jonathan		Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	5
Oramas	Angel	612	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	19
Padden	Joseph	012	Regular Member		Firefighter	Firefighter II-D/E	EMT-B (FL)	9	102
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	8	129

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	EMT-B (FL)	16	142
Patrick	Joshua	6014	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	14
Patterson	Michelle	531	Regular Member	*	Firefighter	Firefighter II - D/E	Paramedic (FL)	2	109
Perez	Michael	5036	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	24
Rene	Vladimir	6015	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	16
Renneisen	Adam	141	Regular Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	12	183
Ritchey	Dylan	6000	Regular Member		Firefighter	Firefighter II	CPR for healthcare provider	7	77
Ryckewaert	Robert	757	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	29
Shaver	Kevin	6006	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	29
Silverstone	Jim	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	10	109
Suriano	Max	542	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	55
Valentine	Alfredo	150	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	29
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	9	39
Walde	Richard	741	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	16
Wetherington	Chris	159	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	0	68
Wolfrom	Kevin	6011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	14

Monthly Activity Report - August 2016

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Aug-16	230 Basin Drive	Hazmat - fuel spill	1:45:00 PM	6:32:00 PM	9
03-Aug-16	1900 S. Ocean Blvd.	Fire alarm	10:10:00 AM	10:31:00 AM	9
08-Aug-16	5100 N. Ocean Drive	Fire alarm	4:48:00 PM	5:02:00 PM	12
10-Aug-16	Washingtonia	Accident w/Injuries	2:37:00 PM	2:53:00 PM	11
13-Aug-16	1470 S. Ocean Blvd.	Elevator rescue	10:53:00 AM	12:03:00 PM	18
13-Aug-16	1800 S. Ocean Blvd.	Elevator rescue	7:21:00 PM	7:52:00 PM	9
13-Aug-16	Comm. & Poinciana	Accident w/Injuries	8:26:00 PM	8:42:00 PM	9
14-Aug-16	Coral Reef & S. Ocean	Fire other - wire down	8:14:00 AM	8:32:00 AM	10
15-Aug-16	5100 N. Ocean	Fire alarm	2:20:00 PM	2:31:00 PM	9
16-Aug-16	Intercoastal & Comm.	Accident ICW boat	2:25:00 PM	2:34:00 PM	11
17-Aug-16	5100 N. Ocean	Fire alarm	3:21:00 AM		7
18-Aug-16	4609 N. Ocean	Fire other - lock out	8:49:00 PM	9:00:00 PM	10
19-Aug-16	1901 Coral Reef Drive	Fire other - low hanging wire	7:28:00 PM	7:45:00 PM	7
21-Aug-16	1748 Bel Air	Fire other - floor buckling	8:30:00 PM	8:41:00 PM	8
22-Aug-16	5450 N. Ocean Blvd.	Accident w/Injuries	8:24:00 AM	9:22:00 AM	8
23-Aug-16	4300 El Mar Drive	Fire other - swimmer in distress	11:13:00 AM	11:42:00 AM	7
23-Aug-16	2037 Ocean Mist Dr.	HazMat	11:49:00 AM	1:01:00 PM	6
23-Aug-16	2081 Blue Waters	Electrical/utility fire	4:33:00 PM	4:43:00 PM	11
25-Aug-16	1800 South Ocean	Accident/boat fire	3:23:00 PM	4:09:00 PM	11
25-Aug-16	4001 South Ocean	Elevator rescue	3:29:00 PM	4:51:00 PM	11
26-Aug-16	2073 Windward Drive	Fire other - wire sparks	11:04:00 PM	11:24:00 PM	8
28-Aug-16	1800 South Ocean	Fire alarm	6:17:00 PM	6:32:00 PM	7
29-Aug-16	1600 South Ocean	Fire other - dog stuck in drain	6:29:00 AM	6:42:00 AM	7
30-Aug-16	5100 South Ocean Blvd.	Fire alarm	8:57:00 AM	9:07:00 AM	9
30-Aug-16	1700 S. Ocean Blvd.	Fire alarm	12:00:00 PM	12:17:00 PM	7
31-Aug-16	4013 N. Ocean Drive.	Fire alarm	5:13:00 PM	5:31:00 PM	15
31-Aug-16	4444 El Mar Drive	Fire alarm	6:47:00 PM	7:02:00 PM	15
31-Aug-16	4444 El Mar Drive	Fire alarm	7:50:00 PM	8:24:00 PM	16

Total Calls

28

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
05-Aug-16	North Ocean Blvd.	medical, E12 canceled by M212	12:52:00 PM	1:07:00 PM	4
06-Aug-16	North Ocean Blvd.	medical, E12 canceled on arrival	8:32:00 AM	8:45:00 AM	11
06-Aug-16	Commercial Blvd.	medical, BP12 assisted M12 E12 not paged out	4:40:00 PM	5:17:00 PM	3
10-Aug-16	1 Commercial Blvd.	medical, B12 canceled in route by PD	12:05:00 PM	12:10:00 PM	7
11-Aug-16	Commercial Blvd.	medical, BP12 assisted M12	2:14:00 PM	2:30:00 PM	3
11-Aug-16	Commercial Blvd.	medical, E12 assisted M12	10:26:00 PM	12:39:00 AM	5
12-Aug-16	Poinciana Street	medical, E12 canceled by B12	9:07:00 PM	9:43:00 PM	4
14-Aug-16	North Ocean	medical, B12 assisted M12	3:58:00 PM	4:26:00 PM	4
15-Aug-16	Poinciana Street	medical, E12 assisted M12	12:01:00 PM	12:48:00 PM	8
17-Aug-16	Bougainvialla Drive	medical, walk-up assisted M12	1:10:00 PM	2:04:00 PM	7
18-Aug-16	North Ocean Blvd.	medical, E12 assisted M12	9:40:00 AM	10:30:00 AM	8
25-Aug-16	North Ocean	medical, B12 assisted Pompano Fire Rescue - B12 only	9:31:00 AM	9:57:00 AM	2
27-Aug-16	Poinciana Street	medical, E12 canceled by B12	2:46:00 PM	3:09:00 PM	14
Total Calls				13	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
24-Aug-16	Station 12	Installed a forward facing car seat	1:15:00 PM	2:15:00 PM	1
25-Aug-16	Station 12	Installed a rear facing car seat	9:30:00 AM	10:30:00 AM	1
31-Aug-16	Station 12	Station tour	3:00:00 PM	3:30:00 PM	2

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Aug-16	Station 12	Engine company ops; D/E pump ops & TL arial	6:00:00 PM	10:00:00 PM	6
04-Aug-16	Station 12	Truck company; TL12 ops	6:00:00 PM	10:00:00 PM	11
06-Aug-16	Station 12	hose deployment, master stream & ladders	8:00:00 AM	12:00:00 PM	8
10-Aug-16	7955 Royal Palm Blvd	"Saving Those Who Save Others" lecture by Retired Fire Capt. Jeff Dill	6:30:00 PM	8:30:00 PM	3
11-Aug-16	231 Basin Dr/4116 El	Hazmat senerio drill	6:00:00 PM	10:00:00 PM	7
11-Aug-16	4510 El Mar Drive	Final walk-thru fire inspection	10:00:00 AM	1:00:00 PM	6
13-Aug-16	Beach	waterfront rescue	8:00:00 AM	12:00:00 PM	7
15-Aug-16	Station 12	Engine company ops; RIT/RIC ops	6:00:00 PM	10:00:00 PM	9
18-Aug-16	Station 12	Hurst tool, saws, air bags & air chisel	6:00:00 PM	10:00:00 PM	6
20-Aug-16	Station 12	Tower ladder ops; master stream	8:30:00 AM	12:30:00 PM	5
22-Aug-16	Station 12	ocean rescue tactics; zone familiarization	6:00:00 PM	10:00:00 PM	7
24-Aug-16	Community Center	Pump/Operator class - instructor Mark Rossi	6:00:00 PM	10:00:00 PM	10
25-Aug-16	Station 12	Scott paks & Hazmat kit	6:00:00 PM	10:00:00 PM	8
27-Aug-16	Palm Ave & Ocean Dr.	Hose line deployment; fire attack	8:00:00 AM	12:00:00 PM	7
27-Aug-16	Community Center	Pump/Operator class - instructed by Pat Rossi	9:00:00 AM	5:00:00 PM	8
29-Aug-16	Station 12	Zone familiarization & RIT/Mayday ops	6:00:00 PM	10:00:00 PM	5
31-Aug-16	Community Center	Driver/Engineer class by Mark Rossi	6:00:00 PM	10:00:00 PM	7

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
02-Aug-16	Beach	ocean rescue patrol	12:30:00 PM	1:30:00 PM	2
04-Aug-16	Beach	Ocean rescue patrol	12:00:00 PM	4:00:00 PM	2
06-Aug-16	Beach	Ocean rescue patrol	2:45:00 PM	5:15:00 PM	2
07-Aug-16	Beach	Ocean rescue patrol	1:45:00 PM	4:30:00 PM	2
08-Aug-16	Beach	Ocean rescue patrol	12:00:00 PM	1:30:00 PM	2
10-Aug-16	Beach	Ocean rescue patrol	10:15:00 AM	12:15:00 PM	2
10-Aug-16	Beach	Ocean rescue patrol	12:30:00 PM	4:00:00 PM	2
11-Aug-16	Beach	Ocean rescue patrol	1:00:00 PM	4:00:00 PM	2
13-Aug-16	Beach	Ocean rescue patrol	1:00:00 PM	5:00:00 PM	2
14-Aug-16	Beach	Ocean rescue patrol	12:30:00 PM	3:45:00 PM	2
15-Aug-16	Beach	Ocean rescue patrol	12:30:00 PM	4:00:00 PM	2
15-Aug-16	Beach	Ocean rescue patrol	4:00:00 PM	6:00:00 PM	2
17-Aug-16	Beach	Ocean rescue patrol	11:00:00 AM	3:00:00 PM	2
17-Aug-16	Beach	Ocean rescue patrol & trng	2:30:00 PM	4:00:00 PM	2
18-Aug-16	Beach	Ocean rescue patrol	10:00:00 AM	3:00:00 PM	2
19-Aug-16	Beach	Ocean rescue patrol	10:00:00 AM	2:00:00 PM	2
20-Aug-16	Beach	Ocean rescue patrol	1:30:00 PM	4:00:00 PM	2
21-Aug-16	Beach	Ocean rescue patrol	1:00:00 PM	4:30:00 PM	2
22-Aug-16	Beach	Ocean rescue patrol & trng	2:00:00 PM	5:00:00 PM	2
23-Aug-16	Beach	Ocean rescue patrol	11:00:00 AM	2:30:00 PM	2
24-Aug-16	Beach	Ocean rescue patrol	10:30:00 AM	1:00:00 PM	2
24-Aug-16	Beach	Ocean rescue patrol	1:30:00 PM	3:30:00 PM	2
26-Aug-16	Beach	Ocean rescue patrol	11:00:00 AM	2:00:00 PM	2
28-Aug-16	Beach	Ocean rescue patrol	1:00:00 PM	2:00:00 PM	2
29-Aug-16	beach	Ocean rescue patrol	10:00:00 AM	12:00:00 PM	2
31-Aug-16	Beach	Ocean rescue patrol	1:00:00 PM	4:00:00 PM	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Unit Response Time 3- Month Average

Aug-16

Apparatus	Engine 12	Engine 212	Squirt 12	Batt. Chief12
Call Count	35	3	3	42
Response Time	0:06:11	0:07:01	0:04:12	0:04:03

Average response time for first engine out :

4:27

Jul-16

Apparatus	Engine 12	Engine 212	Squirt 12	Batt. Chief12	Chief 12
Call Count	46	10	2	45	2
Response Time	0:04:59	0:06:28	0:04:10	0:03:33	0:02:11

Average response time for first engine out :

4:13

Jun-16

Apparatus	Engine 12	Engine 212	Squirt 12	Batt. Chief12	Deputy 12
Call Count	28	2	0	28	1
Response Time	0:05:53	0:08:28	0:00:00	0:04:51	0:00:13

Average response time for first engine out :

4:13



Agenda Memorandum

Finance Department

Lisa Fuentes

Director of Finance

COMMISSION MEETING DATE: September 26, 2016

☒ Reports

SUBJECT TITLE: August 2016 Finance Report

EXPLANATION: Presented is the August 2016 financial report, which consists of the attached August Revenue Expenditure Report (**Exhibit 1**) and the Budget to Actual Report (**Exhibit 2**).

At the end of August we were 92% through fiscal year 2016/17. Following is a summary of the operating results through August.

Fund	Annual Budget	YTD Revenues		YTD Expenditures		Net Amount
		Amount	% of Budget	Amount	% of Budget	
General Fund	\$13,582,935	\$11,588,932	85.32%	\$10,927,486	80.45%	\$ 661,446
Sewer Fund	1,750,017	942,003	53.83%	799,534	45.69%	142,469
Fire Fund	1,238,763	1,007,888	81.36%	1,006,685	81.27%	1,203
Capital Fund	3,155,905	1,277,002	40.46%	1,954,366	61.93%	-677,364
Parking Fund	1,684,991	2,030,340	120.50%	1,034,380	61.39%	995,960
Grand Total	\$21,412,611	\$16,846,164	78.67%	\$15,722,450	73.43%	\$ 1,123,714

Notable items this month (the following information is from Exhibits 1 & 2):

General Fund

- Account 314.300 (**Exhibit 1**). Through August we've collected 127% of the water utility tax revenue from Pompano Beach and Fort Lauderdale, which is \$30,766 more than the budgeted amount.

Agenda Memorandum

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Sewer Fund

- Account 343.500 (**Exhibit 2**). The August sewer revenues from Fort Lauderdale were 3% less than we expected, however, on a year-to-date basis sewer revenues are slightly ahead of expectations by 1%.
- Account 500.340 (**Exhibit 2**). The August sewer payment to Pompano was 12% less than expected. On a year-to-date basis sewer payments are 4% (or approximately \$22,548) less than expected.

Fire Fund

- Account 311.200 (**Exhibit 2**). The August fire assessment revenues are 2% more than the projected full year budget.

Parking Fund

- Total parking revenues outperformed our budgets again this month. August parking revenues for the month totaled \$188,885 which is 52% more than the monthly budget of \$124,274 (**Exhibit 2**). We have exceeded our full year budget by 21% or \$345,349 (**Exhibit 1**).

Please let me know if you have any questions or would like additional information.

Exhibits:

1. August Revenue Expenditure Report
2. August Budget to Actual Report

REVENUE/EXPENDITURE REPORT

Item No. 8.a.

9/22/2016
9:04 am

Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,208,720.00	1,902,500.00	0.00	0.00	0.00	1,902,500.00	0.0
Appropriated Fund Balance	1,208,720.00	1,902,500.00	0.00	0.00	0.00	1,902,500.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	7,378,700.00	7,378,700.00	7,483,014.21	1,787.29	0.00	-104,314.21	101.4
Ad Valorem Property Taxes	7,378,700.00	7,378,700.00	7,483,014.21	1,787.29	0.00	-104,314.21	101.4
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	790,000.00	790,000.00	668,815.41	77,957.98	0.00	121,184.59	84.7
311.440 Gas Utility Tax	15,000.00	15,000.00	12,045.48	742.21	0.00	2,954.52	80.3
314.300 Water Utility Tax	116,000.00	116,000.00	146,765.51	14,151.03	0.00	-30,765.51	126.5
Utility Taxes	921,000.00	921,000.00	827,626.40	92,851.22	0.00	93,373.60	89.9
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	583,000.00	583,000.00	479,647.68	46,953.53	0.00	103,352.32	82.3
313.300 Waste Franchise Collection	67,000.00	67,000.00	120,767.67	11,853.80	0.00	-53,767.67	180.3
313.301 Waste Franchise Adm-Fee	24,000.00	24,000.00	0.00	0.00	0.00	24,000.00	0.0
313.400 Gas Franchise	15,000.00	15,000.00	11,910.83	547.28	0.00	3,089.17	79.4
313.600 Towing Franchise Fees	700.00	700.00	400.00	0.00	0.00	300.00	57.1
Franchise Taxes	689,700.00	689,700.00	612,726.18	59,354.61	0.00	76,973.82	88.8
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	63,000.00	63,000.00	58,142.35	2,903.59	0.00	4,857.65	92.3
321.110 Sidewalk Cafe ROW	61,000.00	61,000.00	58,188.62	0.00	0.00	2,811.38	95.4
322.100 Building Permits	900,000.00	1,119,000.00	1,156,958.78	58,799.06	0.00	-37,958.78	103.4
322.105 Fire Plan Review Fees	9,000.00	9,000.00	22,391.60	2,560.00	0.00	-13,391.60	248.8
322.400 Sign Permits	4,000.00	4,000.00	3,580.00	0.00	0.00	420.00	89.5
Licenses & Permits	1,037,000.00	1,256,000.00	1,299,261.35	64,262.65	0.00	-43,261.35	103.4
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	147,651.00	147,651.00	138,221.96	19,600.38	0.00	9,429.04	93.6
311.150 Alcoholic Beverage License	9,500.00	9,500.00	15,005.84	1,859.87	0.00	-5,505.84	158.0
311.180 Sales Tax	406,393.00	406,393.00	335,937.00	32,660.75	0.00	70,456.00	82.7
312.405 Local Op Gas Tax 1 - 6 cent	64,000.00	64,000.00	53,262.15	5,303.93	0.00	10,737.85	83.2
312.410 Local Op Gas Tax 1 - 5 cent	45,949.00	45,949.00	38,202.02	3,698.81	0.00	7,746.98	83.1
315.100 Communication Service Tax	336,095.00	336,095.00	279,063.75	24,669.61	0.00	57,031.25	83.0
334.910 BCC-Senior Center Grant	16,016.00	16,016.00	16,016.00	0.00	0.00	0.00	100.0
334.914 BCC-Transportation Grant	51,810.00	51,810.00	25,650.00	0.00	0.00	26,160.00	49.5
334.915 FDOT-Reimbursable Grant	13,656.00	13,656.00	13,656.00	0.00	0.00	0.00	100.0
343.400 Recycling Revenue	8,400.00	8,400.00	5,631.00	1,408.96	0.00	2,769.00	67.0
Intergovernmental Revenues	1,099,470.00	1,099,470.00	920,645.72	89,202.31	0.00	178,824.28	83.7
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	2,000.00	2,000.00	400.00	0.00	0.00	1,600.00	20.0
347.500 Tennis - Shuffle Key	8,800.00	8,800.00	10,000.24	23.40	0.00	-1,200.24	113.6
Charges for Services	10,800.00	10,800.00	10,400.24	23.40	0.00	399.76	96.3
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	33,000.00	33,000.00	26,497.90	0.00	0.00	6,502.10	80.3
354.160 Code Enforcement Fines	100,000.00	100,000.00	53,216.50	10,331.00	0.00	46,783.50	53.2
359.100 Other Fines & Alarms	5,000.00	5,000.00	1,725.00	-350.00	0.00	3,275.00	34.5
Fines & Forfeitures	138,000.00	138,000.00	81,439.40	9,981.00	0.00	56,560.60	59.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	18,000.00	18,000.00	5,066.88	238.52	0.00	12,933.12	28.1
361.105 Interest - Emergency Reserve	130.00	130.00	343.26	48.37	0.00	-213.26	264.0
362.000 Rent/Lease Royalties	59,635.00	59,635.00	58,161.74	5,181.56	0.00	1,473.26	97.5
366.100 Donations	15,000.00	15,000.00	27,790.40	0.00	0.00	-12,790.40	185.3
369.100 Miscellaneous Revenues	40,000.00	55,500.00	212,526.28	7,833.94	0.00	-157,026.28	382.9
369.200 Miscellaneous Applications	8,000.00	8,000.00	15,105.00	2,722.50	0.00	-7,105.00	188.8

REVENUE/EXPENDITURE REPORT

Item No. 8.a.

9/22/2016
9:04 am

Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.201 Miscellaneous Merchandise Sales	0.00	0.00	509.50	21.50	0.00	-509.50	0.0
369.250 Recreational Activities Fee	500.00	500.00	790.00	5.00	0.00	-290.00	158.0
369.500 Miscellaneous Lobbyist	500.00	500.00	550.00	0.00	0.00	-50.00	110.0
369.901 Insurance Reimbursement	7,500.00	7,500.00	16,475.16	12,821.16	0.00	-8,975.16	219.7
Miscellaneous Revenues	149,265.00	164,765.00	337,318.22	28,872.55	0.00	-172,553.22	204.7
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	16,500.00	0.00	0.00	5,500.00	75.0
Interfund Transfers	22,000.00	22,000.00	16,500.00	0.00	0.00	5,500.00	75.0
Revenues	12,654,655.00	13,582,935.00	11,588,931.72	346,335.03	0.00	1,994,003.28	85.3
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	62,054.00	62,054.00	53,189.02	4,773.38	0.00	8,864.98	85.7
500.210 Employer FICA Taxes	4,747.00	4,747.00	4,064.13	365.15	0.00	682.87	85.6
500.220 Retirement	26,230.00	26,230.00	21,723.91	0.00	0.00	4,506.09	82.8
500.230 Group Insurance	12,234.00	12,234.00	14,235.79	1,380.46	0.00	-2,001.79	116.4
500.345 Contractual Services	4,800.00	4,800.00	3,976.25	146.25	0.00	823.75	82.8
500.510 Office Supplies	650.00	650.00	57.47	0.00	0.00	592.53	8.8
500.512 Elections	1,609.00	1,609.00	1,528.76	0.00	0.00	80.24	95.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	1,259.00	0.00	0.00	741.00	63.0
500.545 Training	4,500.00	4,500.00	2,343.61	20.00	0.00	2,156.39	52.1
500.550 Operating Expenses	4,000.00	4,000.00	2,570.23	251.20	0.00	1,429.77	64.3
500.640 Capital Outlay - Equip & Mach	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Commission	124,824.00	124,824.00	104,948.17	6,936.44	0.00	19,875.83	84.1
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	24,218.00	26,218.00	25,769.00	0.00	0.00	449.00	98.3
Donation-Non Profits	24,218.00	26,218.00	25,769.00	0.00	0.00	449.00	98.3
Dept: 511.200 Chamber/Facility							
500.120 Regular Salaries	11,042.00	11,042.00	9,470.75	877.30	0.00	1,571.25	85.8
500.210 Employer FICA Taxes	845.00	845.00	724.50	67.11	0.00	120.50	85.7
500.220 Retirement	802.00	802.00	974.20	92.29	0.00	-172.20	121.5
500.230 Group Insurance	3,342.00	3,342.00	2,454.93	174.26	0.00	887.07	73.5
500.340 Sewer/Wastewater	2,100.00	2,100.00	2,396.55	287.11	0.00	-296.55	114.1
500.345 Contractual Services	33,188.00	33,188.00	33,188.00	0.00	0.00	0.00	100.0
500.430 Electric Service	2,000.00	2,000.00	1,443.14	156.30	0.00	556.86	72.2
500.431 Water Service	2,300.00	2,300.00	2,832.30	290.48	0.00	-532.30	123.1
500.520 Bldg. Maintenance	3,000.00	3,000.00	685.49	0.00	0.00	2,314.51	22.8
Chamber/Facility	58,619.00	58,619.00	54,169.86	1,944.85	0.00	4,449.14	92.4
Dept: 513.000 Administration							
500.120 Regular Salaries	541,597.00	541,597.00	472,501.53	40,647.93	0.00	69,095.47	87.2
500.140 Overtime Salaries	2,200.00	2,200.00	3,144.99	564.28	0.00	-944.99	143.0
500.210 Employer FICA Taxes	37,961.00	37,961.00	31,983.96	3,164.45	0.00	5,977.04	84.3
500.220 Retirement	95,000.00	95,000.00	68,066.98	211.21	0.00	26,933.02	71.6
500.230 Group Insurance	82,443.00	82,443.00	75,397.61	4,533.87	0.00	7,045.39	91.5
500.315 Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.320 Audit Expense	30,000.00	30,000.00	30,000.00	0.00	0.00	0.00	100.0
500.344 HR Expenses	1,800.00	1,800.00	1,323.15	0.00	0.00	476.85	73.5
500.345 Contractual Services	11,300.00	11,300.00	14,204.47	1,785.87	0.00	-2,904.47	125.7
500.463 Service Maintenance Contracts	15,000.00	15,000.00	12,265.66	584.78	0.00	2,734.34	81.8
500.506 Printing & Binding	4,500.00	4,500.00	4,737.58	0.00	0.00	-237.58	105.3
500.508 Postage	4,500.00	4,500.00	2,262.11	-192.24	0.00	2,237.89	50.3
500.510 Office Supplies	5,000.00	5,000.00	3,861.71	646.95	0.00	1,138.29	77.2
500.540 Dues & Subscriptions	2,300.00	2,300.00	1,381.46	629.00	0.00	918.54	60.1
500.545 Training	5,000.00	5,000.00	4,178.55	100.00	0.00	821.45	83.6
500.550 Operating Expenses	7,000.00	7,000.00	8,386.33	1,573.15	0.00	-1,386.33	119.8

REVENUE/EXPENDITURE REPORT

Item No. 8.a.

9/22/2016
9:04 am

Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.640 Capital Outlay - Equip & Mach	3,000.00	3,000.00	0.00	0.00	1,790.69	1,209.31	59.7
Administration	858,601.00	858,601.00	733,696.09	54,249.25	1,790.69	123,114.22	85.7
Dept: 514.000 Town Attorney							
500.310 Legal Expense	255,000.00	255,000.00	152,961.50	14,197.90	0.00	102,038.50	60.0
500.314 Litigation	75,000.00	75,000.00	79,852.04	5,045.91	0.00	-4,852.04	106.5
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	8,000.20	0.00	0.00	-0.20	100.0
Town Attorney	338,000.00	338,000.00	240,813.74	19,243.81	0.00	97,186.26	71.2
Dept: 519.000 General							
500.120 Regular Salaries	127,217.00	127,217.00	101,392.42	9,707.98	0.00	25,824.58	79.7
500.210 Employer FICA Taxes	9,405.00	9,405.00	7,785.63	740.05	0.00	1,619.37	82.8
500.220 Retirement	19,007.00	19,007.00	17,904.66	-1,550.86	0.00	1,102.34	94.2
500.230 Group Insurance	10,741.00	10,741.00	12,297.84	1,501.06	0.00	-1,556.84	114.5
500.250 Unemployment Compensation	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.311 Advertisements	8,000.00	8,000.00	4,402.95	0.00	0.00	3,597.05	55.0
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	6,110.47	0.00	0.00	-1,110.47	122.2
500.315 Professional Services	83,000.00	93,000.00	3,014.70	0.00	0.00	89,985.30	3.2
500.345 Contractual Services	10,700.00	10,700.00	7,317.33	1,000.00	0.00	3,382.67	68.4
500.349 Local Bus Contracts	53,000.00	53,000.00	53,000.00	0.00	0.00	0.00	100.0
500.451 Auto, Property & Liability Ins	220,000.00	220,000.00	116,942.00	0.00	0.00	103,058.00	53.2
500.452 Workers Compensation Insur	35,100.00	35,100.00	35,040.00	0.00	0.00	60.00	99.8
500.463 Service Maintenance Contracts	13,000.00	13,000.00	7,700.00	0.00	0.00	5,300.00	59.2
500.497 Contingency	232,163.00	220,163.00	0.00	0.00	0.00	220,163.00	0.0
500.506 Printing & Binding	13,000.00	13,000.00	7,126.00	0.00	0.00	5,874.00	54.8
500.508 Postage	3,000.00	3,000.00	2,200.00	0.00	0.00	800.00	73.3
500.511 Computer Expense	43,000.00	43,000.00	31,714.64	2,719.98	0.00	11,285.36	73.8
500.540 Dues & Subscriptions	1,500.00	1,500.00	2,104.00	0.00	0.00	-604.00	140.3
500.550 Operating Expenses	23,000.00	23,000.00	19,582.79	92.30	0.00	3,417.21	85.1
500.552 Recycling and Solid Waste Exp	25,000.00	25,000.00	23,022.80	1,450.00	2,877.20	-900.00	103.6
500.556 Bus Grant Matching Funds	86,000.00	86,000.00	68,932.36	11,537.61	0.00	17,067.64	80.2
500.640 Capital Outlay - Equip & Mach	6,000.00	6,000.00	924.63	625.00	0.00	5,075.37	15.4
General	1,031,833.00	1,029,833.00	528,515.22	27,823.12	2,877.20	498,440.58	51.6
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	65,000.00	65,000.00	42,423.28	-2,835.15	0.00	22,576.72	65.3
500.315 Professional Services	45,000.00	45,000.00	35,034.64	25,743.72	0.00	9,965.36	77.9
500.345 Contractual Services	20,000.00	20,000.00	19,535.95	9,801.00	0.00	464.05	97.7
500.495 Special Events	19,500.00	19,500.00	21,885.31	11,595.39	0.00	-2,385.31	112.2
500.506 Printing & Binding	9,500.00	9,500.00	971.27	90.27	0.00	8,528.73	10.2
500.508 Postage	1,000.00	1,000.00	63.40	22.30	0.00	936.60	6.3
500.540 Dues & Subscriptions	1,200.00	1,200.00	868.00	20.00	0.00	332.00	72.3
500.550 Operating Expenses	15,000.00	15,000.00	14,019.33	5.88	0.00	980.67	93.5
500.630 Cap Outlay Imp other than bldg	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
Business Dev & Marketing	180,200.00	180,200.00	134,801.18	44,443.41	0.00	45,398.82	74.8
Dept: 521.000 Police Department							
500.345 Contractual Services	4,067,591.00	4,067,591.00	3,710,961.93	326,631.52	0.00	356,629.07	91.2
500.352 Contract Services	6,000.00	6,000.00	4,996.19	0.00	0.00	1,003.81	83.3
500.460 Equipment Maintenance	6,000.00	6,000.00	525.76	0.00	0.00	5,474.24	8.8
500.624 Capital Outlay-Bldg. Improvemt	7,500.00	7,500.00	2,935.00	460.00	0.00	4,565.00	39.1
500.640 Capital Outlay - Equip & Mach	2,500.00	2,500.00	-9,377.00	-10,807.00	0.00	11,877.00	-375.1
500.644 Capital Outlay-Vehicles	0.00	15,500.00	14,672.68	0.00	0.00	827.32	94.7
Police Department	4,089,591.00	4,105,091.00	3,724,714.56	316,284.52	0.00	380,376.44	90.7
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	753,659.00	753,659.00	690,854.92	62,805.00	0.00	62,804.08	91.7
500.550 Operating Expenses	1,000.00	1,000.00	2,042.05	0.00	0.00	-1,042.05	204.2
Emergency Medical Services	754,659.00	754,659.00	692,896.97	62,805.00	0.00	61,762.03	91.8

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Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.120 Regular Salaries	234,362.00	234,362.00	190,713.25	17,397.42	0.00	43,648.75	81.4
500.140 Overtime Salaries	3,000.00	3,000.00	1,227.89	186.63	0.00	1,772.11	40.9
500.210 Employer FICA Taxes	17,831.00	17,831.00	14,828.52	1,353.85	0.00	3,002.48	83.2
500.220 Retirement	33,282.00	33,282.00	26,656.94	1,530.87	0.00	6,625.06	80.1
500.230 Group Insurance	36,450.00	36,450.00	35,253.45	3,504.43	0.00	1,196.55	96.7
500.315 Professional Services	81,000.00	81,000.00	37,348.82	15,894.50	3,847.00	39,804.18	50.9
500.345 Contractual Services	237,000.00	237,000.00	206,622.16	17,355.45	0.00	30,377.84	87.2
500.402 Building Permit Services	657,000.00	876,000.00	940,392.71	48,519.55	0.00	-64,392.71	107.4
500.461 Vehicle Maintenance	1,000.00	1,000.00	172.49	0.00	0.00	827.51	17.2
500.462 Fuel	1,000.00	1,000.00	293.44	47.85	0.00	706.56	29.3
500.463 Service Maintenance Contracts	5,594.00	5,594.00	1,922.83	163.57	0.00	3,671.17	34.4
500.506 Printing & Binding	1,100.00	1,100.00	989.21	212.37	0.00	110.79	89.9
500.508 Postage	6,500.00	6,500.00	11,026.92	1,177.83	0.00	-4,526.92	169.6
500.510 Office Supplies	3,800.00	3,800.00	3,027.19	306.39	0.00	772.81	79.7
500.525 Uniform Expense	480.00	480.00	186.50	0.00	0.00	293.50	38.9
500.532 Signs	0.00	0.00	918.75	0.00	0.00	-918.75	0.0
500.540 Dues & Subscriptions	696.00	696.00	755.00	476.00	0.00	-59.00	108.5
500.545 Training	4,900.00	4,900.00	975.00	895.00	0.00	3,925.00	19.9
500.550 Operating Expenses	8,100.00	8,100.00	5,398.92	725.46	0.00	2,701.08	66.7
Development Services	1,333,095.00	1,552,095.00	1,478,709.99	109,747.17	3,847.00	69,538.01	95.5
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	715,691.00	715,691.00	594,668.51	54,592.32	0.00	121,022.49	83.1
500.140 Overtime Salaries	25,000.00	25,000.00	33,624.02	1,241.71	0.00	-8,624.02	134.5
500.210 Employer FICA Taxes	56,663.00	56,663.00	47,227.02	4,204.51	0.00	9,435.98	83.3
500.220 Retirement	70,693.00	70,693.00	57,816.70	-644.47	0.00	12,876.30	81.8
500.230 Group Insurance	157,798.00	157,798.00	136,625.74	11,287.62	0.00	21,172.26	86.6
500.315 Professional Services	5,000.00	5,000.00	17,695.00	250.00	0.00	-12,695.00	353.9
500.340 Sewer/Wastewater	11,000.00	11,000.00	8,175.54	632.92	0.00	2,824.46	74.3
500.345 Contractual Services	115,404.00	115,404.00	88,740.85	8,139.00	4,914.00	21,749.15	81.2
500.410 Communications	14,000.00	14,000.00	12,019.29	1,069.80	0.00	1,980.71	85.9
500.430 Electric Service	42,000.00	42,000.00	39,869.56	4,219.23	0.00	2,130.44	94.9
500.431 Water Service	118,000.00	118,000.00	115,391.17	11,102.09	0.00	2,608.83	97.8
500.433 Electric Service-Streets	55,000.00	55,000.00	48,719.65	4,379.42	0.00	6,280.35	88.6
500.445 Equip Rent/Lease	10,000.00	10,000.00	10,447.56	100.00	0.00	-447.56	104.5
500.460 Equipment Maintenance	34,488.00	34,488.00	14,585.14	862.24	0.00	19,902.86	42.3
500.461 Vehicle Maintenance	9,500.00	9,500.00	13,928.05	3,335.43	0.00	-4,428.05	146.6
500.462 Fuel	25,000.00	25,000.00	13,805.80	2,258.32	0.00	11,194.20	55.2
500.463 Service Maintenance Contracts	9,600.00	9,600.00	2,563.54	0.00	0.00	7,036.46	26.7
500.470 Radio Maintenance	1,575.00	1,575.00	0.00	0.00	0.00	1,575.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	17,411.16	0.00	0.00	32,588.84	34.8
500.508 Postage	315.00	315.00	152.95	37.95	0.00	162.05	48.6
500.510 Office Supplies	2,000.00	2,000.00	1,744.64	0.00	0.00	255.36	87.2
500.520 Bldg. Maintenance	50,000.00	70,000.00	69,379.35	5,926.67	4,654.00	-4,033.35	105.8
500.525 Uniform Expense	5,500.00	5,500.00	4,511.14	366.01	0.00	988.86	82.0
500.529 Street Light Maintenance	13,258.00	13,258.00	18,047.43	0.00	0.00	-4,789.43	136.1
500.530 Street Maint Repair Supply	25,000.00	25,000.00	13,667.07	1,415.59	0.00	11,332.93	54.7
500.531 Grounds Maint/Landscaping	50,000.00	50,000.00	35,355.69	3,931.01	0.00	14,644.31	70.7
500.532 Signs	10,000.00	10,000.00	6,539.31	456.00	0.00	3,460.69	65.4
500.534 Sidewalk Maint Repair	40,000.00	20,000.00	19,481.00	2,270.00	0.00	519.00	97.4
500.535 Flags	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	725.00	725.00	810.00	500.00	0.00	-85.00	111.7
500.545 Training	3,925.00	3,925.00	2,819.96	30.00	0.00	1,105.04	71.8
500.550 Operating Expenses	45,000.00	45,000.00	54,486.91	17,728.61	0.00	-9,486.91	121.1
500.624 Capital Outlay-Bldg. Improvemt	35,000.00	35,000.00	13,309.00	0.00	2,909.50	18,781.50	46.3
500.640 Capital Outlay - Equip & Mach	33,000.00	33,000.00	956.42	0.00	30,080.00	1,963.58	94.0
500.644 Capital Outlay-Vehicles	15,000.00	15,000.00	14,858.30	0.00	0.00	141.70	99.1
Mun Svcs - Public Works Div	1,856,135.00	1,856,135.00	1,529,433.47	139,691.98	42,557.50	284,144.03	84.7
Dept: 572.000 Recreation							
500.342 Senior Rec. Ctr. Contract	68,000.00	68,000.00	60,773.31	5,146.65	0.00	7,226.69	89.4

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Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.343 Beach Maintenance Contract	180,000.00	180,000.00	149,149.00	13,559.00	0.00	30,851.00	82.9
500.345 Contractual Services	36,000.00	36,000.00	19,750.00	0.00	0.00	16,250.00	54.9
500.347 Programs	17,000.00	17,000.00	12,728.55	0.00	0.00	4,271.45	74.9
500.430 Electric Service	1,800.00	1,800.00	5,204.90	353.92	0.00	-3,404.90	289.2
500.460 Equipment Maintenance	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	68,500.00	68,500.00	72,229.48	2,063.36	0.00	-3,729.48	105.4
500.510 Office Supplies	525.00	525.00	677.35	274.22	0.00	-152.35	129.0
500.520 Bldg. Maintenance	15,000.00	15,000.00	17,714.20	7.59	0.00	-2,714.20	118.1
500.536 Sea Oats	5,000.00	5,000.00	1,470.86	0.00	0.00	3,529.14	29.4
500.550 Operating Expenses	45,000.00	45,000.00	50,171.30	4,094.60	0.00	-5,171.30	111.5
500.640 Capital Outlay - Equipt & Mach	20,000.00	20,000.00	12,357.42	5,996.82	0.00	7,642.58	61.8
Recreation	475,825.00	475,825.00	402,226.37	31,496.16	0.00	73,598.63	84.5
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,529,055.00	2,222,835.00	1,276,791.25	0.00	0.00	946,043.75	57.4
Interfund Transfers	1,529,055.00	2,222,835.00	1,276,791.25	0.00	0.00	946,043.75	57.4
Expenditures	12,654,655.00	13,582,935.00	10,927,485.87	814,665.71	51,072.39	2,604,376.74	80.8
Net Effect for General Fund	0.00	0.00	661,445.85	-468,330.68	51,072.39	-610,373.46	0.0
Change in Fund Balance:			661,445.85				

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For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	8,153.86	0.00	0.00	-8,153.86	0.0
Miscellaneous Revenues	0.00	0.00	8,153.86	0.00	0.00	-8,153.86	0.0
Revenues	0.00	0.00	8,153.86	0.00	0.00	-8,153.86	0.0
Expenditures							
Dept: 521.100 Police Dept. Confiscated							
500.640 Capital Outlay - Equipt & Mach	0.00	0.00	10,807.00	10,807.00	0.00	-10,807.00	0.0
Police Dept. Confiscated	0.00	0.00	10,807.00	10,807.00	0.00	-10,807.00	0.0
Expenditures	0.00	0.00	10,807.00	10,807.00	0.00	-10,807.00	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	-2,653.14	-10,807.00	0.00	2,653.14	0.0
Change in Fund Balance:			-2,653.14				

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For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer System-Maint, Renew, Repla							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	12,017.00	632,017.00	0.00	0.00	0.00	632,017.00	0.0
Appropriated Fund Balance	12,017.00	632,017.00	0.00	0.00	0.00	632,017.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,118,000.00	1,118,000.00	942,003.17	90,090.80	0.00	175,996.83	84.3
Charges for Services	1,118,000.00	1,118,000.00	942,003.17	90,090.80	0.00	175,996.83	84.3
Revenues	1,130,017.00	1,750,017.00	942,003.17	90,090.80	0.00	808,013.83	53.8
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	81,183.00	81,183.00	75,217.71	6,493.57	0.00	5,965.29	92.7
500.210 Employer FICA Taxes	5,893.00	5,893.00	5,754.16	496.76	0.00	138.84	97.6
500.220 Retirement	13,391.00	13,391.00	12,664.06	1,116.37	0.00	726.94	94.6
500.230 Group Insurance	11,214.00	11,214.00	10,166.40	745.64	0.00	1,047.60	90.7
500.315 Professional Services	55,000.00	74,000.00	5,787.15	0.00	67,205.00	1,007.85	98.6
500.340 Sewer/Wastewater	660,000.00	660,000.00	582,451.94	48,573.78	0.00	77,548.06	88.3
500.345 Contractual Services	15,000.00	15,000.00	13,406.60	1,340.66	0.00	1,593.40	89.4
500.435 Utilities	20,000.00	20,000.00	16,074.16	1,520.72	0.00	3,925.84	80.4
500.459 Sewer Lateral Line Maintenance	50,000.00	31,000.00	30,232.78	17,877.62	0.00	767.22	97.5
500.465 Pump Station Maintenance	5,000.00	5,000.00	6,440.00	0.00	0.00	-1,440.00	128.8
500.497 Contingency	108,336.00	82,107.00	0.00	0.00	0.00	82,107.00	0.0
500.506 Printing & Binding	0.00	0.00	239.00	239.00	0.00	-239.00	0.0
500.550 Operating Expenses	0.00	0.00	469.31	0.00	0.00	-469.31	0.0
500.630 Cap Outlay Imp other than bldg	100,000.00	720,000.00	14,401.95	0.00	630,199.00	75,399.05	89.5
500.640 Capital Outlay - Equip & Mach	5,000.00	31,229.00	26,229.00	0.00	0.00	5,000.00	84.0
Sanitary Sewers	1,130,017.00	1,750,017.00	799,534.22	78,404.12	697,404.00	253,078.78	85.5
Expenditures	1,130,017.00	1,750,017.00	799,534.22	78,404.12	697,404.00	253,078.78	85.5
Net Effect for Sewer System-Maint, Renew, Repla	0.00	0.00	142,468.95	11,686.68	697,404.00	554,935.05	0.0
Change in Fund Balance:			142,468.95				

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Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from FireFd/Veh R	239,545.00	239,545.00	0.00	0.00	0.00	239,545.00	0.0
Appropriated Fund Balance	239,545.00	239,545.00	0.00	0.00	0.00	239,545.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	959,218.00	959,218.00	975,225.23	0.00	0.00	-16,007.23	101.7
Fire Assessment	959,218.00	959,218.00	975,225.23	0.00	0.00	-16,007.23	101.7
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	40,000.00	40,000.00	32,592.74	381.00	0.00	7,407.26	81.5
Charges for Services	40,000.00	40,000.00	32,592.74	381.00	0.00	7,407.26	81.5
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	70.00	35.00	0.00	-70.00	0.0
Miscellaneous Revenues	0.00	0.00	70.00	35.00	0.00	-70.00	0.0
Revenues	1,238,763.00	1,238,763.00	1,007,887.97	416.00	0.00	230,875.03	81.4
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	41,000.00	41,000.00	18,387.40	861.90	7,500.00	15,112.60	63.1
500.320 Audit Expense	7,000.00	7,000.00	7,000.00	0.00	0.00	0.00	100.0
500.345 Contractual Services	795,263.00	795,263.00	728,991.12	66,271.92	0.00	66,271.88	91.7
500.520 Bldg. Maintenance	0.00	0.00	1,983.56	0.00	0.00	-1,983.56	0.0
500.624 Capital Outlay-Bldg. Improvemt	20,000.00	20,000.00	3,125.00	0.00	0.00	16,875.00	15.6
500.640 Capital Outlay - Equipt & Mach	302,500.00	302,500.00	230,697.61	0.00	0.00	71,802.39	76.3
500.644 Capital Outlay-Vehicles	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	16,500.00	0.00	0.00	5,500.00	75.0
Fire Department	1,238,763.00	1,238,763.00	1,006,684.69	67,133.82	7,500.00	224,578.31	81.9
Expenditures	1,238,763.00	1,238,763.00	1,006,684.69	67,133.82	7,500.00	224,578.31	81.9
Net Effect for Fire Fund	0.00	0.00	1,203.28	-66,717.82	7,500.00	6,296.72	0.0
Change in Fund Balance:			1,203.28				

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Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	932,070.00	932,070.00	0.00	0.00	0.00	932,070.00	0.0
Appropriated Fund Balance	932,070.00	932,070.00	0.00	0.00	0.00	932,070.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	210.50	0.00	0.00	789.50	21.1
Miscellaneous Revenues	1,000.00	1,000.00	210.50	0.00	0.00	789.50	21.1
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	1,529,055.00	2,222,835.00	1,276,791.25	0.00	0.00	946,043.75	57.4
Interfund Transfers	1,529,055.00	2,222,835.00	1,276,791.25	0.00	0.00	946,043.75	57.4
Revenues	2,462,125.00	3,155,905.00	1,277,001.75	0.00	0.00	1,878,903.25	40.5
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	65,878.00	65,878.00	57,783.32	5,053.72	0.00	8,094.68	87.7
500.140 Overtime Salaries	0.00	0.00	1,046.19	11.09	0.00	-1,046.19	0.0
500.210 Employer FICA Taxes	4,722.00	4,722.00	3,993.42	358.00	0.00	728.58	84.6
500.220 Retirement	8,050.00	8,050.00	6,928.05	328.75	0.00	1,121.95	86.1
500.230 Group Insurance	14,411.00	14,411.00	13,166.00	1,035.54	0.00	1,245.00	91.4
500.315 Professional Services	15,000.00	15,000.00	4,320.00	0.00	0.00	10,680.00	28.8
500.497 Contingency	245,000.00	245,000.00	0.00	0.00	0.00	245,000.00	0.0
500.550 Operating Expenses	0.00	0.00	174.66	0.00	0.00	-174.66	0.0
500.999 Contribution to Fund Balance	0.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
General	353,061.00	753,061.00	87,411.64	6,787.10	0.00	665,649.36	11.6
Dept: 519.152 Neighborhood Improvements							
500.624 Capital Outlay-Bldg. Improvemnt	45,000.00	45,000.00	10,118.00	0.00	4,380.00	30,502.00	32.2
Neighborhood Improvements	45,000.00	45,000.00	10,118.00	0.00	4,380.00	30,502.00	32.2
Dept: 519.161 Town Hall /Public Safety							
500.630 Cap Outlay Imp other than bldg	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
Town Hall /Public Safety	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
Dept: 559.022 Basin Drive Drainage							
500.629 Capital Outlay - Design/Permit	13,000.00	13,000.00	10,593.00	0.00	0.00	2,407.00	81.5
500.630 Cap Outlay Imp other than bldg	420,000.00	420,000.00	405,534.75	0.00	0.00	14,465.25	96.6
Basin Drive Drainage	433,000.00	433,000.00	416,127.75	0.00	0.00	16,872.25	96.1
Dept: 572.101 Beach Bathrooms							
500.612 Building Construction	267,500.00	267,500.00	13,844.30	13,844.30	261,155.70	-7,500.00	102.8
500.629 Capital Outlay - Design/Permit	7,500.00	7,500.00	1,428.00	440.00	0.00	6,072.00	19.0
Beach Bathrooms	275,000.00	275,000.00	15,272.30	14,284.30	261,155.70	-1,428.00	100.5
Dept: 576.130 Street Resurfacing							
500.630 Cap Outlay Imp other than bldg	150,000.00	313,780.00	293,245.96	0.00	0.00	20,534.04	93.5
Street Resurfacing	150,000.00	313,780.00	293,245.96	0.00	0.00	20,534.04	93.5
Dept: 576.131 Commercial A1A to Seagrape							
500.629 Capital Outlay - Design/Permit	12,000.00	12,000.00	12,212.38	0.00	0.00	-212.38	101.8
500.630 Cap Outlay Imp other than bldg	1,069,064.00	1,199,064.00	1,046,907.40	0.00	0.00	152,156.60	87.3
Commercial A1A to Seagrape	1,081,064.00	1,211,064.00	1,059,119.78	0.00	0.00	151,944.22	87.5
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	80,000.00	80,000.00	73,070.27	0.00	0.00	6,929.73	91.3
Friedt Park	80,000.00	80,000.00	73,070.27	0.00	0.00	6,929.73	91.3

REVENUE/EXPENDITURE REPORT

Item No. 8.a.

9/22/2016
9:04 am

Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures	2,462,125.00	3,155,905.00	1,954,365.70	21,071.40	265,535.70	936,003.60	70.3
Net Effect for Capital Project Fund	0.00	0.00	-677,363.95	-21,071.40	265,535.70	942,899.65	0.0
Change in Fund Balance:			-677,363.95				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	21,741.00	0.00	0.00	0.00	21,741.00	0.0
Appropriated Fund Balance	0.00	21,741.00	0.00	0.00	0.00	21,741.00	0.0
Dept: 304.000 Charges for Services							
344.500 Parking Permits	65,000.00	65,000.00	113,400.97	3,579.00	0.00	-48,400.97	174.5
344.520 Parking Agreements	45,950.00	45,950.00	51,515.00	0.00	0.00	-5,565.00	112.1
344.551 South Ocean	150,000.00	150,000.00	103,027.88	2,733.39	0.00	46,972.12	68.7
344.552 Ocean Front Meters	300,000.00	300,000.00	475,622.23	50,797.21	0.00	-175,622.23	158.5
344.553 Commercial Blvd. Meters	90,000.00	90,000.00	103,863.39	11,890.30	0.00	-13,863.39	115.4
344.554 Parking Meters - Beach	120,000.00	120,000.00	128,173.74	14,578.94	0.00	-8,173.74	106.8
344.556 El Prado Parking Lot	310,000.00	310,000.00	450,454.15	46,901.94	0.00	-140,454.15	145.3
344.558 Town Hall Parking Lot	10,000.00	10,000.00	7,247.89	926.06	0.00	2,752.11	72.5
344.559 El Mar Parking Lot	175,000.00	175,000.00	222,559.38	22,762.34	0.00	-47,559.38	127.2
344.560 A1A Parking Lot	200,000.00	200,000.00	243,230.80	21,338.18	0.00	-43,230.80	121.6
344.561 FDOT Right of Way	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
344.563 Bougainvillea/ Poinciana	105,000.00	105,000.00	79,952.11	7,297.78	0.00	25,047.89	76.1
Charges for Services	1,572,250.00	1,572,250.00	1,979,047.54	182,805.14	0.00	-406,797.54	125.9
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	90,000.00	90,000.00	46,194.70	6,080.00	0.00	43,805.30	51.3
Fines & Forfeitures	90,000.00	90,000.00	46,194.70	6,080.00	0.00	43,805.30	51.3
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	390.36	0.00	0.00	609.64	39.0
369.100 Miscellaneous Revenues	0.00	0.00	4,706.95	0.00	0.00	-4,706.95	0.0
Miscellaneous Revenues	1,000.00	1,000.00	5,097.31	0.00	0.00	-4,097.31	509.7
Revenues	1,663,250.00	1,684,991.00	2,030,339.55	188,885.14	0.00	-345,348.55	120.5
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	89,562.00	89,562.00	74,173.11	6,870.72	0.00	15,388.89	82.8
500.140 Overtime Salaries	2,000.00	2,000.00	162.87	0.00	0.00	1,837.13	8.1
500.210 Employer FICA Taxes	6,314.00	6,314.00	5,469.57	516.73	0.00	844.43	86.6
500.220 Retirement	14,374.00	14,374.00	11,604.24	888.32	0.00	2,769.76	80.7
500.230 Group Insurance	15,843.00	15,843.00	14,979.77	1,257.50	0.00	863.23	94.6
500.315 Professional Services	10,000.00	10,000.00	2,372.44	2,300.00	0.00	7,627.56	23.7
500.345 Contractual Services	326,000.00	326,000.00	285,648.11	28,757.28	0.00	40,351.89	87.6
500.353 Parking Alternatives	100,000.00	100,000.00	71,258.79	2,446.53	0.00	28,741.21	71.3
500.410 Communications	8,832.00	8,832.00	7,418.18	1,008.37	0.00	1,413.82	84.0
500.430 Electric Service	3,000.00	3,000.00	2,826.67	275.76	0.00	173.33	94.2
500.431 Water Service	5,000.00	5,000.00	4,873.87	701.30	0.00	126.13	97.5
500.441 Sun Trolley Contract	25,000.00	25,000.00	18,750.00	6,250.00	0.00	6,250.00	75.0
500.461 Vehicle Maintenance	4,000.00	4,000.00	1,225.76	0.00	0.00	2,774.24	30.6
500.462 Fuel	500.00	500.00	199.05	0.00	0.00	300.95	39.8
500.463 Service Maintenance Contracts	29,440.00	29,440.00	20,920.00	700.00	0.00	8,520.00	71.1
500.497 Contingency	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.506 Printing & Binding	500.00	500.00	1,982.62	0.00	0.00	-1,482.62	396.5
500.508 Postage	2,000.00	2,000.00	894.03	44.52	0.00	1,105.97	44.7
500.510 Office Supplies	1,000.00	1,000.00	121.19	0.00	0.00	878.81	12.1
500.525 Uniform Expense	1,311.00	1,311.00	974.60	63.94	0.00	336.40	74.3
500.532 Signs	0.00	0.00	15,433.24	702.00	0.00	-15,433.24	0.0
500.533 Parking Meter Parts-Supplies	34,000.00	34,000.00	19,006.56	648.50	0.00	14,993.44	55.9
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	33,000.00	33,000.00	14,301.29	0.66	0.00	18,698.71	43.3
500.629 Capital Outlay - Design/Permit	35,000.00	78,279.00	20,563.14	6,544.22	8,336.29	49,379.57	36.9
500.630 Cap Outlay Imp other than bldg	250,000.00	556,721.00	398,479.84	107,846.28	12,584.64	145,656.52	73.8
500.640 Capital Outlay - Equip't & Mach	20,000.00	41,741.00	40,741.00	0.00	0.00	1,000.00	97.6
500.999 Contribution to Fund Balance	594,574.00	244,574.00	0.00	0.00	0.00	244,574.00	0.0

REVENUE/EXPENDITURE REPORT

Item No. 8.a.

9/22/2016
9:04 am

Town of Lauderdale by the Sea

For the Period: 10/1/2015 to 8/31/2016	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Parking Operations	1,663,250.00	1,684,991.00	1,034,379.94	167,822.63	20,920.93	629,690.13	62.6
Expenditures	1,663,250.00	1,684,991.00	1,034,379.94	167,822.63	20,920.93	629,690.13	62.6
Net Effect for Parking Fund	0.00	0.00	995,959.61	21,062.51	20,920.93	-975,038.68	0.0
Change in Fund Balance:			995,959.61				
Grand Total Net Effect:	0.00	0.00	1,121,060.60	-534,177.71	1,042,433.02	-78,627.58	

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	AUGUST BUDGET	AUGUST ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 001 - General Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.200 Appropriated Fund Balance	1,208,720.00	1,902,500.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	1,208,720.00	1,902,500.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.000 Ad Valorem Property Taxes								
311.100 Ad Valorem Property Taxes	7,378,700.00	7,378,700.00	53,567.33	1,787.29	0.03	7,378,700.00	7,483,014.21	1.01
Ad Valorem Property Taxes	7,378,700.00	7,378,700.00	53,567.33	1,787.29	0.03	7,378,700.00	7,483,014.21	1.01
Dept: 301.100 Utility Taxes								
311.101 FPL Utility Tax	790,000.00	790,000.00	65,833.33	77,957.98	1.18	658,333.33	668,815.41	1.02
311.440 Gas Utility Tax	15,000.00	15,000.00	1,250.00	742.21	0.59	12,500.00	12,045.48	0.96
314.300 Water Utility Tax	116,000.00	116,000.00	9,666.67	14,151.03	1.46	96,666.67	146,765.51	1.52
Utility Taxes	921,000.00	921,000.00	76,750.00	92,851.22	1.21	767,500.00	827,626.40	1.08
Dept: 301.600 Franchise Taxes								
313.100 FI Power & Light Franchise	583,000.00	583,000.00	48,583.33	46,953.53	0.97	485,833.33	479,647.68	0.99
313.300 Waste Franchise Collection	67,000.00	67,000.00	5,583.33	11,853.80	2.12	55,833.33	120,767.67	2.16
313.301 Waste Franchise Adm-Fee	24,000.00	24,000.00	2,000.00	0.00	0.00	20,000.00	0.00	0.00
313.400 Gas Franchise	15,000.00	15,000.00	1,250.00	547.28	0.44	12,500.00	11,910.83	0.95
313.600 Towing Franchise Fees	700.00	700.00	58.33	0.00	0.00	583.33	400.00	0.69
Franchise Taxes	689,700.00	689,700.00	57,475.00	59,354.61	1.03	574,750.00	612,726.18	1.07
Dept: 302.000 Licenses & Permits								
321.100 Business License Taxes	63,000.00	63,000.00	0.00	2,903.59	0.00	63,000.00	58,142.35	0.92
321.110 Sidewalk Cafe ROW	61,000.00	61,000.00	0.00	0.00	0.00	61,000.00	58,188.62	0.95
322.000 Building Permits	900,000.00	1,119,000.00	93,250.00	58,799.06	0.63	1,025,750.00	1,156,958.78	1.13
322.105 Fire Plan Review Fees	9,000.00	9,000.00	750.00	2,560.00	3.41	8,250.00	22,391.60	2.71
322.400 Sign Permits	4,000.00	4,000.00	333.33	0.00	0.00	3,666.67	3,580.00	0.98
Licenses & Permits	1,037,000.00	1,256,000.00	94,333.33	64,262.65	0.68	1,161,666.67	1,299,261.35	1.12
Dept: 303.000 Intergovernmental Revenues								
311.120 Municipal Revenue Sharing	147,651.00	147,651.00	12,304.25	19,600.38	1.59	135,346.75	138,221.96	1.02
311.150 Alcoholic Beverage License	9,500.00	9,500.00	791.67	1,859.87	2.35	7,916.67	15,005.84	1.90
311.180 Sales Tax	406,393.00	406,393.00	33,866.08	32,660.75	0.96	338,660.83	335,937.00	0.99
312.405 Local Op Gas Tax 1 - 6 cent	64,000.00	64,000.00	5,333.33	5,303.93	0.99	53,333.33	53,262.15	1.00
312.410 Local Op Gas Tax 1 - 5 cent	45,949.00	45,949.00	3,829.08	3,698.81	0.97	38,290.83	38,202.02	1.00
315.100 Communication Service Tax	336,095.00	336,095.00	28,007.92	24,669.61	0.88	280,079.17	279,063.75	1.00
334.910 BCC-Senior Center Grant	16,016.00	16,016.00	0.00	0.00	0.00	16,016.00	16,016.00	1.00
334.914 BCC-Transporation Grant	51,810.00	51,810.00	0.00	0.00	0.00	38,857.50	25,650.00	0.66
334.915 FDOT-Reimbursable Grant	13,656.00	13,656.00	0.00	0.00	0.00	13,656.00	13,656.00	1.00
343.400 Recycling Revenue	8,400.00	8,400.00	0.00	1,408.96	0.00	8,400.00	5,631.00	0.67
Intergovernmental Revenues	1,099,470.00	1,099,470.00	84,132.33	89,202.31	1.06	930,557.08	920,645.72	0.99
Dept: 304.000 Charges for Services								
343.902 Site Plan Application Fees	2,000.00	2,000.00	166.67	0.00	0.00	1,833.33	400.00	0.22
347.500 Tennis - Shuffle Key	8,800.00	8,800.00	733.33	23.40	0.03	8,066.67	10,000.24	1.24
Charges for Services	10,800.00	10,800.00	900.00	23.40	0.03	9,900.00	10,400.24	1.05
Dept: 305.000 Fines & Forfeitures								
354.150 Fines,TrafficViolation,Citatio	33,000.00	33,000.00	2,750.00	0.00	0.00	30,250.00	26,497.90	0.88
354.160 Code Enforcement Fines	100,000.00	100,000.00	8,333.33	10,331.00	1.24	91,666.67	53,216.50	0.58
359.100 Other Fines & Alarms	5,000.00	5,000.00	416.67	-350.00	-0.84	4,583.33	1,725.00	0.38
Fines & Forfeitures	138,000.00	138,000.00	11,500.00	9,981.00	0.87	126,500.00	81,439.40	0.64
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	18,000.00	18,000.00	1,500.00	238.52	0.16	15,000.00	5,066.88	0.34
361.105 Interest - Emergency Reserve	130.00	130.00	10.83	48.37	4.46	108.33	343.26	3.17
362.000 Rent/Lease Royalties	59,635.00	59,635.00	4,969.58	5,181.56	1.04	54,665.42	58,161.74	1.06
366.100 Donations	15,000.00	15,000.00	1,250.00	0.00	0.00	13,750.00	27,790.40	2.02
369.100 Miscellaneous Revenues	40,000.00	55,500.00	4,625.00	7,833.94	1.69	50,875.00	212,526.28	4.18
369.200 Miscellaneous Applications	8,000.00	8,000.00	666.67	2,722.50	4.08	7,333.33	15,105.00	2.06
369.201 Miscellaneous MerchandiseSales	0.00	0.00	0.00	21.50	0.00	0.00	509.50	0.00
369.250 Recreational Activities Fee	500.00	500.00	41.67	5.00	0.12	458.33	790.00	1.72
369.500 Miscellaneous Lobbyist	500.00	500.00	0.00	0.00	0.00	0.00	550.00	0.00
369.901 Insurance Reimbursement	7,500.00	7,500.00	625.00	12,821.16	20.51	6,875.00	16,475.16	2.40
Miscellaneous Revenues	149,265.00	164,765.00	13,688.75	28,872.55	2.11	149,065.42	337,318.22	2.26
Dept: 581.100 Interfund Transfers								
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	0.00	0.00	0.00	16,500.00	16,500.00	1.00
Interfund Transfers	22,000.00	22,000.00	0.00	0.00	0.00	16,500.00	16,500.00	1.00
Revenues	12,654,655.00	13,582,935.00	392,346.75	346,335.03	0.88	11,115,139.17	11,588,931.72	1.04
Expenditures								
Dept: 511.000 Commission								
500.110 Commission Salaries	62,054.00	62,054.00	4,773.38	4,773.38	1.00	53,700.58	53,189.02	0.99
500.210 Employer FICA Taxes	4,747.00	4,747.00	365.15	365.15	1.00	4,107.98	4,064.13	0.99
500.220 Retirement	26,230.00	26,230.00	2,017.69	0.00	0.00	22,699.04	21,723.91	0.96
500.230 Group Insurance	12,234.00	12,234.00	1,019.50	1,380.46	1.35	11,214.50	14,235.79	1.27
500.345 Contractual Services	4,800.00	4,800.00	400.00	146.25	0.37	4,400.00	3,976.25	0.90
500.510 Office Supplies	650.00	650.00	54.17	0.00	0.00	595.83	57.47	0.10
500.512 Elections	1,609.00	1,609.00	134.08	0.00	0.00	1,474.92	1,528.76	1.04
500.540 Dues & Subscriptions	2,000.00	2,000.00	166.67	0.00	0.00	1,833.33	1,259.00	0.69
500.545 Training	4,500.00	4,500.00	375.00	20.00	0.05	4,125.00	2,343.61	0.57
500.550 Operating Expenses	4,000.00	4,000.00	333.33	251.20	0.75	3,666.67	2,570.23	0.70
500.640 Capital Outlay - Equipmt & Mach	2,000.00	2,000.00	166.67	0.00	0.00	1,833.33	0.00	0.00
Commission	124,824.00	124,824.00	9,805.65	6,936.44	0.71	109,651.18	104,948.17	0.96

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	AUGUST BUDGET	AUGUST ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 511.100 Donation-Non Profits								
500.820 Donations-Aids to Private Org	24,218.00	26,218.00	0.00	0.00	0.00	26,218.00	25,769.00	0.98
Donation-Non Profits	24,218.00	26,218.00	0.00	0.00	0.00	26,218.00	25,769.00	0.98
Dept: 511.200 Chamber/Facility								
500.120 Regular Salaries	11,042.00	11,042.00	849.38	877.30	1.03	9,555.58	9,470.75	0.99
500.210 Employer FICA Taxes	845.00	845.00	65.00	67.11	1.03	731.25	724.50	0.99
500.220 Retirement	802.00	802.00	61.69	92.29	1.50	694.04	974.20	1.40
500.230 Group Insurance	3,342.00	3,342.00	278.50	174.26	0.63	3,063.50	2,454.93	0.80
500.340 Sewer/Wastewater	2,100.00	2,100.00	175.00	287.11	1.64	1,925.00	2,396.55	1.24
500.345 Contractual Services	33,188.00	33,188.00	8,297.00	0.00	0.00	33,188.00	33,188.00	1.00
500.430 Electric Service	2,000.00	2,000.00	166.67	156.30	0.94	1,833.33	1,443.14	0.79
500.431 Water Service	2,300.00	2,300.00	191.67	290.48	1.52	2,108.33	2,832.30	1.34
500.520 Bldg. Maintenance	3,000.00	3,000.00	250.00	0.00	0.00	2,750.00	685.49	0.25
Chamber/Facility	58,619.00	58,619.00	10,334.91	1,944.85	0.19	55,849.03	54,169.86	0.97
Dept: 513.000 Administration								
500.120 Regular Salaries	541,597.00	541,597.00	41,661.31	40,647.93	0.98	468,689.71	472,501.53	1.01
500.140 Overtime Salaries	2,200.00	2,200.00	169.23	564.28	3.33	1,903.85	3,144.99	1.65
500.210 Employer FICA Taxes	37,961.00	37,961.00	2,920.08	3,164.45	1.08	32,850.87	31,983.96	0.97
500.220 Retirement	95,000.00	95,000.00	7,307.69	211.21	0.03	82,211.54	68,066.98	0.83
500.230 Group Insurance	82,443.00	82,443.00	6,870.25	4,533.87	0.66	75,572.75	75,397.61	1.00
500.315 Professional Services	10,000.00	10,000.00	833.33	0.00	0.00	9,166.67	0.00	0.00
500.320 Audit Expense	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	30,000.00	1.00
500.344 HR Expenses	1,800.00	1,800.00	150.00	0.00	0.00	1,650.00	1,323.15	0.80
500.345 Contractual Services	11,300.00	11,300.00	941.67	1,785.87	1.90	10,358.33	14,204.47	1.37
500.463 Service Maintenance Contracts	15,000.00	15,000.00	1,250.00	584.78	0.47	13,750.00	12,265.66	0.89
500.506 Printing & Binding	4,500.00	4,500.00	375.00	0.00	0.00	4,125.00	4,737.58	1.15
500.508 Postage	4,500.00	4,500.00	375.00	-192.24	-0.51	4,125.00	2,262.11	0.55
500.510 Office Supplies	5,000.00	5,000.00	416.67	646.95	1.55	4,583.33	3,861.71	0.84
500.540 Dues & Subscriptions	2,300.00	2,300.00	191.67	629.00	3.28	2,108.33	1,381.46	0.66
500.545 Training	5,000.00	5,000.00	416.67	100.00	0.24	4,583.33	4,178.55	0.91
500.550 Operating Expenses	7,000.00	7,000.00	583.33	1,573.15	2.70	6,416.67	8,386.33	1.31
500.640 Capital Outlay - Equip & Mach	3,000.00	3,000.00	250.00	0.00	0.00	2,750.00	0.00	0.00
Administration	858,601.00	858,601.00	64,711.89	54,249.25	0.84	754,845.38	733,696.09	0.97
Dept: 514.000 Town Attorney								
500.310 Legal Expense	255,000.00	255,000.00	21,250.00	14,197.90	0.67	212,500.00	152,961.50	0.72
500.314 Litigation	75,000.00	75,000.00	6,250.00	5,045.91	0.81	62,500.00	79,852.04	1.28
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	666.67	0.00	0.00	6,666.67	8,000.20	1.20
Town Attorney	338,000.00	338,000.00	28,166.67	19,243.81	0.68	281,666.67	240,813.74	0.85
Dept: 519.000 General								
500.120 Regular Salaries	127,217.00	127,217.00	9,785.92	9,707.98	0.99	110,091.63	101,392.42	0.92
500.210 Employer FICA Taxes	9,405.00	9,405.00	723.46	740.05	1.02	8,138.94	7,785.63	0.96
500.220 Retirement	19,007.00	19,007.00	1,462.08	-1,550.86	-1.06	16,448.37	17,904.66	1.09
500.230 Group Insurance	10,741.00	10,741.00	895.08	1,501.06	1.68	9,845.92	12,297.84	1.25
500.250 Unemployment Compensation	5,000.00	5,000.00	0.00	0.00	0.00	3,750.00	0.00	0.00
500.311 Advertisements	8,000.00	8,000.00	666.67	0.00	0.00	7,333.33	4,402.95	0.60
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	416.67	0.00	0.00	4,583.33	6,110.47	1.33
500.315 Professional Services	83,000.00	93,000.00	7,750.00	0.00	0.00	85,250.00	3,014.70	0.04
500.345 Contractual Services	10,700.00	10,700.00	891.67	1,000.00	1.12	9,808.33	7,317.33	0.75
500.349 Local Bus Contracts	53,000.00	53,000.00	0.00	0.00	0.00	53,000.00	53,000.00	1.00
500.451 Auto, Property & Liability Ins	220,000.00	220,000.00	0.00	0.00	0.00	220,000.00	116,942.00	0.53
500.452 Workers Compensation Insur	35,100.00	35,100.00	0.00	0.00	0.00	35,100.00	35,040.00	1.00
500.463 Service Maintenance Contracts	13,000.00	13,000.00	1,083.33	0.00	0.00	11,916.67	7,700.00	0.65
500.497 Contingency	232,163.00	220,163.00	0.00	0.00	0.00	0.00	0.00	0.00
500.506 Printing & Binding	13,000.00	13,000.00	1,083.33	0.00	0.00	11,916.67	7,126.00	0.60
500.508 Postage	3,000.00	3,000.00	250.00	0.00	0.00	2,750.00	2,200.00	0.80
500.511 Computer Expense	43,000.00	43,000.00	3,583.33	2,719.98	0.76	39,416.67	31,714.64	0.80
500.540 Dues & Subscriptions	1,500.00	1,500.00	125.00	0.00	0.00	1,375.00	2,104.00	1.53
500.550 Operating Expenses	23,000.00	23,000.00	1,916.67	92.30	0.05	21,083.33	19,582.79	0.93
500.552 Recycling and Solid Waste Exp	25,000.00	25,000.00	0.00	1,450.00	0.00	25,000.00	23,022.80	0.92
500.556 Bus Grant Matching Funds	86,000.00	86,000.00	11,583.33	11,537.61	1.00	74,416.67	68,932.36	0.93
500.640 Capital Outlay - Equip & Mach	6,000.00	6,000.00	500.00	625.00	1.25	5,500.00	924.63	0.17
General	1,031,833.00	1,029,833.00	42,716.54	27,823.12	0.65	756,724.86	528,515.22	0.70
Dept: 519.100 Business Dev & Marketing								
500.311 Advertisements	65,000.00	65,000.00	5,416.67	-2,835.15	-0.52	59,583.33	42,423.28	0.71
500.315 Professional Services	45,000.00	45,000.00	3,750.00	25,743.72	6.86	41,250.00	35,034.64	0.85
500.345 Contractual Services	20,000.00	20,000.00	1,666.67	9,801.00	5.88	18,333.33	19,535.95	1.07
500.495 Special Events	19,500.00	19,500.00	1,625.00	11,595.39	7.14	17,875.00	21,885.31	1.22
500.506 Printing & Binding	9,500.00	9,500.00	791.67	90.27	0.11	8,708.33	971.27	0.11
500.508 Postage	1,000.00	1,000.00	83.33	22.30	0.27	916.67	63.40	0.07
500.540 Dues & Subscriptions	1,200.00	1,200.00	100.00	20.00	0.20	1,100.00	868.00	0.79
500.550 Operating Expenses	15,000.00	15,000.00	1,250.00	5.88	0.00	13,750.00	14,019.33	1.02
500.630 Cap Outlay Imp other than bldg	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Business Dev & Marketing	180,200.00	180,200.00	14,683.33	44,443.41	3.03	161,516.67	134,801.18	0.83
Dept: 521.000 Police Department								
500.345 Contractual Services	4,067,591.00	4,067,591.00	338,965.92	326,631.52	0.96	3,728,625.08	3,710,961.93	1.00
500.352 Contract Services	6,000.00	6,000.00	500.00	0.00	0.00	5,500.00	4,996.19	0.91
500.460 Equipment Maintenance	6,000.00	6,000.00	500.00	0.00	0.00	5,500.00	525.76	0.10
500.624 Capital Outlay-Bldg. Improvem	7,500.00	7,500.00	625.00	460.00	0.74	6,875.00	2,935.00	0.43
500.640 Capital Outlay - Equip & Mach	2,500.00	2,500.00	208.33	-10,807.00	-51.87	2,291.67	-9,377.00	-4.09
500.644 Capital Outlay-Vehicles	0.00	15,500.00	0.00	0.00	0.00	0.00	14,672.68	0.00
Police Department	4,089,591.00	4,105,091.00	340,799.25	316,284.52	0.93	3,748,791.75	3,724,714.56	0.99

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	AUGUST BUDGET	AUGUST ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 523.000 Emergency Medical Services								
500.345 Contractual Services	753,659.00	753,659.00	62,804.92	62,805.00	1.00	690,854.08	690,854.92	1.00
500.550 Operating Expenses	1,000.00	1,000.00	83.33	0.00	0.00	916.67	2,042.05	2.23
Emergency Medical Services	754,659.00	754,659.00	62,888.25	62,805.00	1.00	691,770.75	692,896.97	1.00
Dept: 524.000 Development Services								
500.120 Regular Salaries	234,362.00	234,362.00	18,027.85	17,397.42	0.97	202,813.27	190,713.25	0.94
500.140 Overtime Salaries	3,000.00	3,000.00	230.77	186.63	0.81	2,596.15	1,227.89	0.47
500.210 Employer FICA Taxes	17,831.00	17,831.00	1,371.62	1,353.85	0.99	15,430.67	14,828.52	0.96
500.220 Retirement	33,282.00	33,282.00	2,560.15	1,530.87	0.60	28,801.73	26,656.94	0.93
500.230 Group Insurance	36,450.00	36,450.00	2,803.85	3,504.43	1.25	31,543.27	35,253.45	1.12
500.315 Professional Services	81,000.00	81,000.00	6,750.00	15,894.50	2.35	74,250.00	37,348.82	0.50
500.345 Contractual Services	237,000.00	237,000.00	19,750.00	17,355.45	0.88	217,250.00	206,622.16	0.95
500.402 Building Permit Services	657,000.00	876,000.00	73,000.00	48,519.55	0.66	803,000.00	940,392.71	1.17
500.461 Vehicle Maintenance	1,000.00	1,000.00	83.33	0.00	0.00	916.67	172.49	0.19
500.462 Fuel	1,000.00	1,000.00	83.33	47.85	0.57	916.67	293.44	0.32
500.463 Service Maintenance Contracts	5,594.00	5,594.00	466.17	163.57	0.35	5,127.83	1,922.83	0.37
500.506 Printing & Binding	1,100.00	1,100.00	91.67	212.37	2.32	1,008.33	989.21	0.98
500.508 Postage	6,500.00	6,500.00	541.67	1,177.83	2.17	5,958.33	11,026.92	1.85
500.510 Office Supplies	3,800.00	3,800.00	316.67	306.39	0.97	3,483.33	3,027.19	0.87
500.525 Uniform Expense	480.00	480.00	40.00	0.00	0.00	440.00	186.50	0.42
500.532 Signs	0.00	0.00	0.00	0.00	0.00	0.00	918.75	0.00
500.540 Dues & Subscriptions	696.00	696.00	58.00	476.00	8.21	638.00	755.00	1.18
500.545 Training	4,900.00	4,900.00	408.33	895.00	2.19	4,491.67	975.00	0.22
500.550 Operating Expenses	8,100.00	8,100.00	675.00	725.46	1.07	7,425.00	5,398.92	0.73
Development Services	1,333,095.00	1,552,095.00	127,258.40	109,747.17	0.86	1,406,090.93	1,478,709.99	1.05
Dept: 541.100 Mun Svcs - Public Works Div								
500.120 Regular Salaries	715,691.00	715,691.00	55,053.15	54,592.32	0.99	619,347.98	594,668.51	0.96
500.140 Overtime Salaries	25,000.00	25,000.00	1,923.08	1,241.71	0.65	21,634.62	33,624.02	1.55
500.210 Employer FICA Taxes	56,663.00	56,663.00	4,358.69	4,204.51	0.96	49,035.29	47,227.02	0.96
500.220 Retirement	70,693.00	70,693.00	5,437.92	-644.47	-0.12	61,176.63	57,816.70	0.95
500.230 Group Insurance	157,798.00	157,798.00	13,149.83	11,287.62	0.86	144,648.17	136,625.74	0.94
500.315 Professional Services	5,000.00	5,000.00	416.67	250.00	0.60	4,583.33	17,695.00	3.86
500.340 Sewer/Wastewater	11,000.00	11,000.00	916.67	632.92	0.69	10,083.33	8,175.54	0.81
500.345 Contractual Services	115,404.00	115,404.00	9,617.00	8,139.00	0.85	105,787.00	88,740.85	0.84
500.410 Communications	14,000.00	14,000.00	1,166.67	1,069.80	0.92	12,833.33	12,019.29	0.94
500.430 Electric Service	42,000.00	42,000.00	3,500.00	4,219.23	1.21	38,500.00	39,869.56	1.04
500.431 Water Service	118,000.00	118,000.00	9,833.33	11,102.09	1.13	108,166.67	115,391.17	1.07
500.433 Electric Service-Streets	55,000.00	55,000.00	4,583.33	4,379.42	0.96	50,416.67	48,719.65	0.97
500.445 Equip Rent/Lease	10,000.00	10,000.00	833.33	100.00	0.12	9,166.67	10,447.56	1.14
500.460 Equipment Maintenance	34,488.00	34,488.00	2,874.00	862.24	0.30	31,614.00	14,585.14	0.46
500.461 Vehicle Maintenance	9,500.00	9,500.00	791.67	3,335.43	4.21	8,708.33	13,928.05	1.60
500.462 Fuel	25,000.00	25,000.00	2,083.33	2,258.32	1.08	22,916.67	13,805.80	0.60
500.463 Service Maintenance Contracts	9,600.00	9,600.00	800.00	0.00	0.00	8,800.00	2,563.54	0.29
500.470 Radio Maintenance	1,575.00	1,575.00	131.25	0.00	0.00	1,443.75	0.00	0.00
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	4,166.67	0.00	0.00	45,833.33	17,411.16	0.38
500.508 Postage	315.00	315.00	26.25	37.95	1.45	288.75	152.95	0.53
500.510 Office Supplies	2,000.00	2,000.00	166.67	0.00	0.00	1,833.33	1,744.64	0.95
500.520 Bldg. Maintenance	50,000.00	70,000.00	5,833.33	5,926.67	1.02	64,166.67	69,379.35	1.08
500.525 Uniform Expense	5,500.00	5,500.00	458.33	366.01	0.80	5,041.67	4,511.14	0.89
500.529 Street Light Maintenance	13,258.00	13,258.00	1,104.83	0.00	0.00	12,153.17	18,047.43	1.48
500.530 Street Maint Repair Supply	25,000.00	25,000.00	2,083.33	1,415.59	0.68	22,916.67	13,667.07	0.60
500.531 Grounds Maint/Landscaping	50,000.00	50,000.00	4,166.67	3,931.01	0.94	45,833.33	35,355.69	0.77
500.532 Signs	10,000.00	10,000.00	833.33	456.00	0.55	9,166.67	6,539.31	0.71
500.534 Sidewalk Maint Repair	40,000.00	20,000.00	1,666.67	2,270.00	1.36	18,333.33	19,481.00	1.06
500.535 Flags	1,000.00	1,000.00	83.33	0.00	0.00	916.67	0.00	0.00
500.540 Dues & Subscriptions	725.00	725.00	60.42	500.00	8.28	664.58	810.00	1.22
500.545 Training	3,925.00	3,925.00	327.08	30.00	0.09	3,597.92	2,819.96	0.78
500.550 Operating Expenses	45,000.00	45,000.00	3,750.00	17,728.61	4.73	41,250.00	54,486.91	1.32
500.624 Capital Outlay-Bldg. Improvemnt	35,000.00	35,000.00	2,916.67	0.00	0.00	32,083.33	13,309.00	0.41
500.640 Capital Outlay - Equipmt & Mach	33,000.00	33,000.00	2,750.00	0.00	0.00	30,250.00	956.42	0.03
500.644 Capital Outlay-Vehicles	15,000.00	15,000.00	1,250.00	0.00	0.00	13,750.00	14,858.30	1.08
Mun Svcs - Public Works Div	1,856,135.00	1,856,135.00	149,113.51	139,691.98	0.94	1,656,941.85	1,529,433.47	0.92
Dept: 572.000 Recreation								
500.342 Senior Rec. Ctr. Contract	68,000.00	68,000.00	5,666.67	5,146.65	0.91	62,333.33	60,773.31	0.97
500.343 Beach Maintenance Contract	180,000.00	180,000.00	15,000.00	13,559.00	0.90	165,000.00	149,149.00	0.90
500.345 Contractual Services	36,000.00	36,000.00	3,000.00	0.00	0.00	33,000.00	19,750.00	0.60
500.347 Programs	17,000.00	17,000.00	1,416.67	0.00	0.00	15,583.33	12,728.55	0.82
500.430 Electric Service	1,800.00	1,800.00	150.00	353.92	2.36	1,650.00	5,204.90	3.15
500.460 Equipment Maintenance	10,000.00	10,000.00	833.33	0.00	0.00	9,166.67	0.00	0.00
500.469 Buoy Maintenance	9,000.00	9,000.00	750.00	0.00	0.00	8,250.00	0.00	0.00
500.495 Special Events	68,500.00	68,500.00	5,708.33	2,063.36	0.36	62,791.67	72,229.48	1.15
500.510 Office Supplies	525.00	525.00	43.75	274.22	6.27	481.25	677.35	1.41
500.520 Bldg. Maintenance	15,000.00	15,000.00	1,250.00	7.59	0.01	13,750.00	17,714.20	1.29
500.536 Sea Oats	5,000.00	5,000.00	416.67	0.00	0.00	4,583.33	1,470.86	0.32
500.550 Operating Expenses	45,000.00	45,000.00	3,750.00	4,094.60	1.09	41,250.00	50,171.30	1.22
500.640 Capital Outlay - Equipmt & Mach	20,000.00	20,000.00	0.00	5,996.82	0.00	0.00	12,357.42	0.00
Recreation	475,825.00	475,825.00	37,985.42	31,496.16	0.83	417,839.58	402,226.37	0.96
Dept: 581.100 Interfund Transfers								
500.910 Transfer to CIP Fund	1,529,055.00	2,222,835.00	0.00	0.00	0.00	1,276,791.25	1,276,791.25	1.00
Interfund Transfers	1,529,055.00	2,222,835.00	0.00	0.00	0.00	1,276,791.25	1,276,791.25	1.00
Expenditures	12,654,655.00	13,582,935.00	888,463.82	814,665.71	0.92	11,344,697.90	10,927,485.87	0.96

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	AUGUST BUDGET	AUGUST ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 103 - Sewer System-Maint, Renew, Repla								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.200 Appropriated Fund Balance	12,017.00	632,017.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	12,017.00	632,017.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 304.000 Charges for Services								
343.500 Sewer Fees	1,118,000.00	1,118,000.00	93,166.67	90,090.80	0.97	931,666.67	942,003.17	1.01
Charges for Services	1,118,000.00	1,118,000.00	93,166.67	90,090.80	0.97	931,666.67	942,003.17	1.01
Revenues	1,130,017.00	1,750,017.00	93,166.67	90,090.80	0.97	931,666.67	942,003.17	1.01
Expenditures								
Dept: 535.000 Sanitary Sewers								
500.120 Regular Salaries	81,183.00	81,183.00	6,244.85	6,493.57	1.04	70,254.52	75,217.71	1.07
500.210 Employer FICA Taxes	5,893.00	5,893.00	453.31	496.76	1.10	5,099.71	5,754.16	1.13
500.220 Retirement	13,391.00	13,391.00	1,030.08	1,116.37	1.08	11,588.37	12,664.06	1.09
500.230 Group Insurance	11,214.00	11,214.00	934.50	745.64	0.80	10,279.50	10,166.40	0.99
500.315 Professional Services	55,000.00	74,000.00	6,166.67	0.00	0.00	67,833.33	5,787.15	0.09
500.340 Sewer/Wastewater	660,000.00	660,000.00	55,000.00	48,573.78	0.88	605,000.00	582,451.94	0.96
500.345 Contractual Services	15,000.00	15,000.00	1,250.00	1,340.66	1.07	13,750.00	13,406.60	0.98
500.435 Utilities	20,000.00	20,000.00	1,666.67	1,520.72	0.91	18,333.33	16,074.16	0.88
500.459 Sewer Lateral Line Maintenance	50,000.00	31,000.00	2,583.33	17,877.62	6.92	28,416.67	30,232.78	1.06
500.465 Pump Station Maintenance	5,000.00	5,000.00	416.67	0.00	0.00	4,583.33	6,440.00	1.41
500.497 Contingency	108,336.00	82,107.00	0.00	0.00	0.00	0.00	0.00	0.00
500.506 Printing & Binding	0.00	0.00	0.00	239.00	0.00	0.00	239.00	0.00
500.550 Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	469.31	0.00
500.630 Cap Outlay Imp other than bldg	100,000.00	720,000.00	0.00	0.00	0.00	0.00	14,401.95	0.00
500.640 Capital Outlay - Equip & Mach	5,000.00	31,229.00	0.00	0.00	0.00	0.00	26,229.00	0.00
Sanitary Sewers	1,130,017.00	1,750,017.00	75,746.06	78,404.12	1.04	835,138.76	799,534.22	0.96
Expenditures	1,130,017.00	1,750,017.00	75,746.06	78,404.12	1.04	835,138.76	799,534.22	0.96

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	AUGUST BUDGET	AUGUST ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 115 - Fire Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.203 Appropriation from FireFd/Veh R	239,545.00	239,545.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	239,545.00	239,545.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.050 Fire Assessment								
311.200 Property Tax-Fire Assessment	959,218.00	959,218.00	0.00	0.00	0.00	959,218.00	975,225.23	1.02
Fire Assessment	959,218.00	959,218.00	0.00	0.00	0.00	959,218.00	975,225.23	1.02
Dept: 304.000 Charges for Services								
342.210 Fire Inspection Fees	40,000.00	40,000.00	0.00	381.00	0.00	40,000.00	32,592.74	0.81
Charges for Services	40,000.00	40,000.00	0.00	381.00	0.00	40,000.00	32,592.74	0.81
Dept: 306.000 Miscellaneous Revenues								
369.100 Miscellaneous Revenues	0.00	0.00	0.00	35.00	0.00	0.00	70.00	0.00
Miscellaneous Revenues								
Revenues	1,238,763.00	1,238,763.00	0.00	416.00	0.00	999,218.00	1,007,887.97	1.01
Expenditures								
Dept: 522.000 Fire Department								
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00
500.315 Professional Services	41,000.00	41,000.00	0.00	861.90	0.00	41,000.00	18,387.40	0.45
500.320 Audit Expense	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	7,000.00	1.00
500.345 Contractual Services	795,263.00	795,263.00	66,271.92	66,271.92	1.00	728,991.08	728,991.12	1.00
500.520 Bldg. Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	1,983.56	0.00
500.624 Capital Outlay-Bldg. Improvemt	20,000.00	20,000.00	1,666.67	0.00	0.00	18,333.33	3,125.00	0.17
500.640 Capital Outlay - Equipt & Mach	302,500.00	302,500.00	25,208.33	0.00	0.00	277,291.67	230,697.61	0.83
500.644 Capital Outlay-Vehicles	45,000.00	45,000.00	0.00	0.00	0.00	33,750.00	0.00	0.00
500.912 Transfer to General Fund	22,000.00	22,000.00	0.00	0.00	0.00	16,500.00	16,500.00	1.00
Fire Department	1,238,763.00	1,238,763.00	93,146.92	67,133.82	0.72	1,122,866.08	1,006,684.69	0.90
Expenditures	1,238,763.00	1,238,763.00	93,146.92	67,133.82	0.72	1,122,866.08	1,006,684.69	0.90

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	AUGUST BUDGET	AUGUST ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 310 - Parking Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.200 Appropriated Fund Balance	0.00	21,741.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance								
Dept: 304.000 Charges for Services								
344.500 Parking Permits	65,000.00	65,000.00	3,665.90	3,579.00	0.98	60,278.28	113,400.97	1.88
344.520 Parking Agreements	45,950.00	45,950.00	0.00	0.00	0.00	45,950.00	51,515.00	1.12
344.551 South Ocean	150,000.00	150,000.00	12,500.00	2,733.39	0.22	137,500.00	103,027.88	0.75
344.552 Ocean Front Meters	300,000.00	300,000.00	25,000.00	50,797.21	2.03	275,000.00	475,622.23	1.73
344.553 Commercial Blvd. Meters	90,000.00	90,000.00	7,500.00	11,890.30	1.59	82,500.00	103,863.39	1.26
344.554 Parking Meters - Beach	120,000.00	120,000.00	10,000.00	14,578.94	1.46	110,000.00	128,173.74	1.17
344.556 El Prado Parking Lot	310,000.00	310,000.00	25,833.33	46,901.94	1.82	284,166.67	450,454.15	1.59
344.558 Town Hall Parking Lot	10,000.00	10,000.00	833.33	926.06	1.11	9,166.67	7,247.89	0.79
344.559 El Mar Parking Lot	175,000.00	175,000.00	14,583.33	22,762.34	1.56	160,416.67	222,559.38	1.39
344.560 A1A Parking Lot	200,000.00	200,000.00	16,666.67	21,338.18	1.28	183,333.33	243,230.80	1.33
344.561 FDOT Right of Way	1,300.00	1,300.00	108.33	0.00	0.00	1,191.67	0.00	0.00
344.563 Bougainvillea/ Poinciana	105,000.00	105,000.00	0.00	7,297.78	0.00	105,000.00	79,952.11	0.76
Charges for Services	1,572,250.00	1,572,250.00	116,690.90	182,805.14	1.57	1,454,503.28	1,979,047.54	1.36
Dept: 305.000 Fines & Forfeitures								
354.100 Parking Fines	90,000.00	90,000.00	7,500.00	6,080.00	0.81	82,500.00	46,194.70	0.56
Fines & Forfeitures	90,000.00	90,000.00	7,500.00	6,080.00	0.81	82,500.00	46,194.70	0.56
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	1,000.00	1,000.00	83.33	0.00	0.00	916.67	390.36	0.43
369.100 Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00	0.00	4,706.95	0.00
Miscellaneous Revenues	1,000.00	1,000.00	83.33	0.00	0.00	916.67	5,097.31	0.56
Revenues	1,663,250.00	1,684,991.00	124,274.24	188,885.14	1.52	1,537,919.94	2,030,339.55	1.32
Expenditures								
Dept: 545.000 Parking Operations								
500.120 Regular Salaries	89,562.00	89,562.00	6,889.38	6,870.72	1.00	77,505.58	74,173.11	0.96
500.140 Overtime Salaries	2,000.00	2,000.00	153.85	0.00	0.00	1,730.77	162.87	0.09
500.210 Employer FICA Taxes	6,314.00	6,314.00	485.69	516.73	1.06	5,464.04	5,469.57	1.00
500.220 Retirement	14,374.00	14,374.00	1,105.69	888.32	0.80	12,439.04	11,604.24	0.93
500.230 Group Insurance	15,843.00	15,843.00	0.00	1,257.50	0.00	15,843.00	14,979.77	0.95
500.315 Professional Services	10,000.00	10,000.00	833.33	2,300.00	2.76	9,166.67	2,372.44	0.26
500.345 Contractual Services	326,000.00	326,000.00	27,166.67	28,757.28	1.06	298,833.33	285,648.11	0.96
500.353 Parking Alternatives	100,000.00	100,000.00	0.00	2,446.53	0.00	100,000.00	71,258.79	0.71
500.410 Communications	8,832.00	8,832.00	736.00	1,008.37	1.37	8,096.00	7,418.18	0.92
500.430 Electric Service	3,000.00	3,000.00	250.00	275.76	1.10	2,750.00	2,826.67	1.03
500.431 Water Service	5,000.00	5,000.00	416.67	701.30	1.68	4,583.33	4,873.87	1.06
500.441 Sun Trolley Contract	25,000.00	25,000.00	2,083.33	6,250.00	3.00	22,916.67	18,750.00	0.82
500.461 Vehicle Maintenance	4,000.00	4,000.00	333.33	0.00	0.00	3,666.67	1,225.76	0.33
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	0.00	199.05	0.00
500.463 Service Maintenance Contracts	29,440.00	29,440.00	0.00	700.00	0.00	0.00	20,920.00	0.00
500.497 Contingency	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00
500.506 Printing & Binding	500.00	500.00	41.67	0.00	0.00	458.33	1,982.62	4.33
500.508 Postage	2,000.00	2,000.00	166.67	44.52	0.27	1,833.33	894.03	0.49
500.510 Office Supplies	1,000.00	1,000.00	83.33	0.00	0.00	916.67	121.19	0.13
500.525 Uniform Expense	1,311.00	1,311.00	0.00	63.94	0.00	1,311.00	974.60	0.74
500.532 Signs	0.00	0.00	0.00	702.00	0.00	0.00	15,433.24	0.00
500.533 Parking Meter Parts-Supplies	34,000.00	34,000.00	0.00	648.50	0.00	34,000.00	19,006.56	0.56
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
500.550 Operating Expenses	33,000.00	33,000.00	2,750.00	0.66	0.00	30,250.00	14,301.29	0.47
500.629 Capital Outlay - Design/Permit	35,000.00	78,279.00	6,523.25	6,544.22	1.00	71,755.75	20,563.14	0.29
500.630 Cap Outlay Imp other than bldg	250,000.00	556,721.00	46,393.42	107,846.28	2.32	510,327.58	398,479.84	0.78
500.640 Capital Outlay - Equipmt & Mach	20,000.00	41,741.00	3,478.42	0.00	0.00	38,262.58	40,741.00	1.06
500.999 Contribution to Fund Balance	594,574.00	244,574.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking Operations	1,663,250.00	1,684,991.00	99,890.70	167,822.63	1.68	1,254,110.34	1,034,379.94	0.82
Expenditures	1,663,250.00	1,684,991.00	99,890.70	167,822.63	1.68	1,254,110.34	1,034,379.94	0.82



Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley

Town Manager

COMMISSION MEETING DATE: September 26, 2016

ITEM CATEGORY: Reports

☒ **FY2016 – PART OF THE STRATEGIC PLAN**

SUBJECT TITLE: September Town Manager's Report

1. BSO Command Changes:

Lauderdale-By-The-Sea District Commander Caption Fred Wood's last day is Friday, September 30th. The Captain is retiring with 26 years and 9 months of service with BSO.

Lieutenant Tom Palmer has been promoted to Captain and will be our new Police Chief effective October 1st.

Lieutenant William "Bill" Wesolowski has been promoted to the Executive Officer position being vacated by Lieutenant Palmer. Lieutenant Wesolowski is a 30 year law enforcement veteran. Bill began his career in the City of Pompano Beach where he was a road patrol officer, and detective (homicide, property crimes, aggravated battery, and sexual battery). In 1999, The City of Pompano Beach Police Department merged with the Broward Sheriff's Office and Bill was promoted to the rank of sergeant in 1999. As a supervisor, he was assigned to road patrol and the robbery unit where he was supervised by then Lieutenant, Fred Wood. In 2006, he was again promoted to the rank of Lieutenant where he supervised the robbery unit, fugitive unit, sex crimes unit, polygraph unit and case filing unit. Bill then served as the Executive Lieutenant of the Lauderdale Lakes District, and was transferred to the Division of Internal Affairs and Public Corruption where he currently serves as the executive officer for Major Angelo Cedeno.

- 2. Christmas By The Sea:** We are ramping up for the event Wednesday, December 7, which will be from 5:30 to 9:00pm, with the lighting of the tree at 6:00 pm.

Vendor registration and sponsor opportunities have been emailed to local businesses (**Exhibit 1**), and we are looking forward to the return of many vendors with their holiday and seaside themed wares, and yummy foods from local restaurants and others. We have informed last years' vendors that they will have registration preference until October 10 and then we will be accepting new vendors. We are looking forward to active

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participation from our local community, and look forward to others participating in our Yuletide Marketplace.

We are also working on the coordination of the staging and procurement of the entertainment. Danny Carter is taking some personal time and will not be available to offer the numerous hours to coordinate the talent, musical and dancing entertainment. He recommended, and we are happy to announce, that Jodi McMahon-Begman, Owner and Artistic Director of The University Center for the Performing Arts in Davie, has agreed to coordinate the talent and staging for the event. With her network of talent and experience in producing events, we look forward to the entertainment being exceptional this year.

The kid's activity area is also in discussions, as we look for ideas from volunteers and other residents – let us know if you have some creative ideas. We look forward to having residents and businesses volunteer, whether it is for a certain project or at the event - please email or give Debbie a call, as we can always use extra creative brain power and help distributing information. (DebbieH@lbtts-fl.gov or 954-640-4205)

We look forward to our Florida-style of holiday weather, and to residents and visitors alike enjoying our small time charm and festivities.

3. **Bus Shelters:** Broward County Transit (BCT) has earmarked money to build one bus shelter budgeted to install in Town. We have been discussing adding a second one as well, and are considering those locations with the most “ons and offs,” which include the BCT Route 11’s southbound stops at Town Hall, Assumption Church, and South of Commercial on A1A near Chatham House.
4. **South Ocean Parking Lot:** This 52 space parking lot project was completed on time and within budget.
5. **National Flood Insurance Program (NFIP).** The NFIP’s Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements and rewards the residents with discounts on flood insurance. The Town does a report every year and the NFIP visits every 5 years. Our last visit was on May 19, 2016.

Our new rating went from a class 7 (15% discount in a flood zone and 10% in a non-flood zone down to a class 8 (10% discount in a flood zone and 5% in a non-flood zone).

The new rating reflects changes in the CRS Manual and new FEMA maps, which reduced the number of properties in the flood zone. We were also the first community in Broward to have a site visit since the changes were implemented. We understand that these changes are also affecting many communities throughout Florida. We will continue to work with the CRS and Broward County to improve our class ranking.

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6. **SS Copenhagen Model Ship:** Steve d'Oliveira has been working on ways to promote diving and has suggested purchasing a model of the SS Copenhagen. Attached is a rendering of what the SS Copenhagen looked like, as well as an example of a model from a local firm (**Exhibit 2**). It will cost about \$2,400 to build a 22 to 24-inch model of the SS Copenhagen. It takes about 6 months to complete once the order is submitted.

The funds were proposed to be added during the Budget Hearing earlier tonight.

- Exhibits:**
1. Christmas By The Sea materials
 2. SS Copenhagen

Date: September 21, 2016

To: Bud

From: Debbie

RE: Christmas By The Sea Vendor and Sponsor Opportunities

Here is what has been deployed to LBTS businesses (email blast, sponsor and vendor forms):

Email Blast to LBTS Business Community

SUBJECT LINE: Sign Up Now for Christmas By The Sea Vendor and Sponsorship Opportunities

To Our LBTS Business Community:

The planning and excitement is beginning to build as we ramp up for Christmas By The Sea 2016!

If we haven't met already, my name is Debbie Hime and I'm the Special Projects Coordinator for the Town. Pat retired last December and I have taken over many of responsibilities including Christmas By The Sea. If we haven't already met, I look forward to meeting and collaborating with you on a great evening promoting your business and celebrating the spirit of the holidays at Christmas By The Sea.

As you may know, Christmas By The Sea consistently attracts more people each year to our multi-generational, family-friendly celebration with festive entertainment and interactive kids' activities. This exceptional opportunity to showcase your brand, food or merchandise to this captive audience in such a distinctive setting can only increase your business or organization's awareness.

Lauderdale-By-The-Sea invites you to promote your business at Christmas By The Sea through sponsorship and vendor opportunities.

Vendor booth spaces for the 2016 Yuletide Marketplace can now be reserved – and space is limited! – so book your space early. **Deadline for booth reservations is Monday, October 10** – after that date we will begin soliciting new vendors, so don't wait!

We also have various sponsorship opportunities to increase your business' image and awareness through various levels of marketing and social media prior to and signage and live recognition during the event. Call us to learn more about how we can enhance your business' branding by becoming a sponsor of Christmas By The Sea.

Both the 2016 **Sponsorship Opportunities & Vendor Registration** forms are attached for you to choose your level of participation in this year's Christmas By The Sea.

Please give Karen or me a call at 954-640-4200 if you would like further clarification or have any questions about participating in the event.

We hope you agree that this year's event will be a huge success, and look forward to your participation!



The Town of Lauderdale-By-The-Sea
presents...

Christmas By The Sea

December 7, 2016 5:30 - 9:00 p.m.



Sponsorship Opportunities

The **Town of Lauderdale-By-The-Sea** proudly presents the annual "Christmas By The Sea"-- a family-friendly Holiday entertainment and interactive event with small town charm. You will receive great exposure to a multi-generational audience as thousands of residents and visitors enjoy our evening to kick off the Christmas Season at our old-fashioned Holiday celebration.

Influence those who enjoy our family -friendly events and activities:

- Annual Town tree-lighting ceremony
- Free children's activities and crafting
- Christmas & nautical themed crafts & gifts for sale
- Continuous entertainment from the stage
- Santa Claus holding court with the kids
- Delicious local food and drinks

\$5,000 -- Snowflake Sponsor *(one distinctive sponsorship opportunity available)*

The premier sponsorship opportunity includes your company name and logo on all print ads, flyers, social media and signage the lbtsevents.com website, Channel 78. The company will receive a 10'x10' booth prominently located to publicize your products/services. Your company will also be recognized from the stage during the event, and named on the life sized "Thank You Sponsors" card at the event. Plus, 2 parking passes for the El Mar parking lot will be included.

\$2,500 -- Yuletide Sponsor *(one individual sponsorship opportunity available)*

The Yuletide sponsorship of the entertainment will include your company logo and name being displayed on the stage. Your company will be provided with a 10'x10' booth, table & chairs. Your company's logo will be listed as a supporting sponsor on significant event signage, lbtsevents.com and social media, plus name recognition in select press releases. Your company will also be recognized from the stage during the event, and named on the life sized "Thank You Sponsors" card displayed at the event. 1 parking pass for the El Mar parking lot will be included.

\$1,000 -- Holiday Sponsor *(up to 6 sponsorship opportunities available)*

The Holiday sponsorship of the children's activities includes your company logo and name being displayed in the Santa's Workshop area to support the children's activities cost. Your company will be provided with a 10'x10' booth, table & chairs. Your company logo will be listed as supporting sponsor on significant event signage, on lbtsevents.com and social media. Your company will also be named on the life sized "Thank You Sponsors" card displayed at the event.

\$500 -- Local Friends & Business Sponsor *(multiple listings opportunities)*

Local businesses that donate \$500 or more will and will be listed in the Town Topics newsletter, lbtsevents.com and social media, and be acknowledged at the event on a printed "Thank You Sponsors" card at the event.

Don't miss this opportunity to publicize your business to the thousands of attendees while contribute to a fun and memorable community –inspired event!

Contact Debbie Hime **954-640-4205** or debbieh@lbtse-fl.gov to discuss these and other options, and shine this Holiday Season at Christmas ByThe Sea!



The Town of Lauderdale-By-The-Sea presents...

Christmas By The Sea

December 7, 2016 5:30 - 9:00 p.m.



The **Town of Lauderdale-By-The-Sea** will once again proudly present its annual “**Christmas By The Sea,**” providing area residents and visitors with family-friendly entertainment and kid’s interactive holiday craft activities – and of course, a visit from Santa! Attendees will enjoy our evening of holiday-themed vendors, a variety of food selections, entertainment and kids’ crafts while experiencing our small-town, old-fashioned holiday celebration.

2016 Vendor Application Deadline is October 10

*We are giving last year’s vendors the opportunity to secure a booth before we accept new vendors, so **SECURE YOUR BOOTH NOW.*** Please review the vendor requirements attached, then mail or scan & email completed application with signature, along with payment in full, list of products or menu, and photos where required.

Vendor Name _____

Contact _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Email _____ List of items you wish to sell: _____

Category	Booth Size	Fee*	Amount Enclosed
LBTS Food Vendors/Restaurants	10' x 10'	\$125	
Non LBTS Food Vendors	10' x 10'	\$175	
LBTS Businesses (Holiday gift items)	10' x 10'	\$100	
Non LBTS Businesses (Holiday gift items)	10' x 10'	\$125	
Handmade Arts & Crafts/Holiday Items	10' x 10'	\$75	
LBTS Not-For-Profit/Civic Groups	10' x 10'	waived	

***Fee includes 10' x10' tent, one table and two chairs.**

☐ Cash Payment \$ _____

☐ Check \$ _____ Ck # _____ Please make check payable to **Town of Lauderdale-By-The-Sea**

☐ Credit Card # _____ CVV Code: _____ Expiration Date: _____

Print Name on Credit Card: _____ Signature: _____

I have read and understand all that is written in the Christmas By The Sea vendor application and will comply with all of the rules and regulations stated in the Vendor Information Packet.

Signature _____ Date _____

Mail or deliver to: Town of Lauderdale-By-The-Sea 4501 N. Ocean Drive Lauderdale-By-The-Sea FL 33308

2016 VENDOR REQUIREMENTS AND INFORMATION

Event Location: At the intersection of El Mar Dr. and Commercial Blvd. in Lauderdale-By-The-Sea, FL 33308

Date & Hours: Wednesday, December 7, 2016 from 5:30 p.m. to 9:00 p.m.

Vendor Setup Time: 2:00 - 4:00 p.m. All vendor spaces **must be set by 4:00 pm on Wednesday December 7**

Presentation: All booths should be decorated in holiday/winter theme. All tables must be covered and no hand written signs. A holiday theme is easy to accomplish with garlands, ornaments, figurines, lighting, etc. This is your chance to get your business noticed and expand or build a new customer base. Vendors are encouraged to decorate their booth with **battery-operated** lights for a festive look. Town provides lighting for the booths, and (sorry!) **no additional electrical power is available to vendors.**

All merchandise must be approved. Please submit photos of proposed holiday and/or seaside-themed items.

Vendor Categories and Fees

Restaurant/Vendor is responsible to collect/pay 6% Florida State sales tax.

For all food vendors: Submit your application and fees with a list of food items you are requesting to sell and the suggested pricing. First come, first served is the rule of thumb on item approval.

All food vendors must submit a menu for approval. All food prices must be posted clearly in your booth. No hand-written signs allowed.

The Fire Marshall will inspect as required. There are no generators or open flames except Sterno allowed.

LBTS Food & Beverage – Restaurants/Concessionaires: This category is to offer a variety of food offerings, which is accomplished by featuring local restaurants. A menu must be submitted for approval with application. Certain food exclusivity will be granted. Please read requirements section of this package. **Fee: \$125**

Non LBTS Food & Beverage- Restaurants/Concessionaires: This category is to offer a variety of food offerings, which is accomplished by featuring local restaurants. A menu must be submitted for approval with application. Certain food exclusivity will be granted. Please read requirements section of this package. **Fee: \$175**

LBTS Business & Professional Services (Non-Food): Open to local companies that wish to promote their business, store or professional services. Merchandise must be related to a holiday or seaside theme. Please call with any questions. Applications will only be accepted if the guidelines are met. **Fee: \$100**

Business & Professional Services (Non-Food, Outside LBTS): Open to companies that wish to promote their business, store or professional services. Merchandise must be related to a holiday or seaside theme. Must submit pictures with application. Please call with any questions. Applications will only be accepted if the guidelines are met. **Fee: \$125**

Arts & Crafts: Arts & Crafts Vendors who hand-make their own holiday- or seaside-themed craft items or have handmade items good for holiday gift-giving. Must submit pictures with application. All booths should be decorated in holiday/winter theme. **Fee: \$75**

Non- Profit - Open to any local non-profit charitable or civic organization that wishes to have an interactive booth space at the festival. Suggestions for booth activities include children's crafts, face painting, ornament making, etc. Pre-approval required. We have many ideas and need your assistance to supervise the booths. **Fee: Waived**

Please contact us with your questions or comments:

Debbie Hime debbieh@lbts-fl.gov
954-640-4205

Karen Bertocci karenb@lbts-fl.gov
954-640-4203







Agenda Memorandum

Office of the Town Clerk

Tedra Allen

Town Clerk

COMMISSION MEETING DATE: September 26, 2016

ITEM CATEGORY: Choose an item.

☒ **FY2016 – PART OF THE STRATEGIC PLAN**

SUBJECT TITLE: Approval of Meeting Minutes

Exhibits: 1. September 12, 2016 Town Commission Special Meeting Minutes (1st Public Budget Hearing)
2. September 12, 2016 Town Commission Meeting Minutes

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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File: T:\0 Agenda\AM Clerk.docx

**TOWN OF LAUDERDALE-BY-THE-SEA
SPECIAL TOWN COMMISSION
1ST PUBLIC BUDGET HEARING
Jarvis Hall
4505 Ocean Drive
Monday, September 12, 2016
6:00 PM**

1. CALL TO ORDER, MAYOR SCOT SASSER

Mayor Scot Sasser called the meeting to order at 6:03 p.m. Also present were Vice Mayor Mark Brown, Commissioner Alfred “Buz” Oldaker, Commissioner Elliot Sokolow, Commissioner Chris Vincent, Town Manager Bud Bentley, Assistant Town Manager Tony Bryan, Town Attorney Susan L. Trevarthen, Finance Director Lisa Fuentes, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2016-28 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE PROPOSED TOWN AD VALOREM TAX MILLAGE RATE AT 3.6873 MILS PER THOUSAND DOLLARS OF TAXABLE ASSESSED VALUE, WHICH IS 5.42% ABOVE THE ROLLED BACK RATE COMPUTED PURSUANT TO STATE LAW, FOR THE 2016 TAX YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Lisa Fuentes, Finance Director)**

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

Vice Mayor Brown made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

- b. Resolution 2016-29 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE ATTACHED TENTATIVE TOWN BUDGET FOR THE 2016/2017 FISCAL YEAR; ANNOUNCING THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE FINAL TOWN BUDGET FOR THE 2016/2017 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE (Lisa Fuentes, Finance Director)**

Lauderdale-By-The-Sea
First Public Budget Hearing
September 12, 2016

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

Commissioner Oldaker noted a capital improvement line item for sidewalks on Seagrape, Hibiscus, and Bougainvillea Drives, stating that he and Town Staff have met with representatives of both Broward County and the Florida Department of Transportation (FDOT) to discuss this issue further. They would like to incorporate crosswalks into the project in this area. He expressed concern that the budgeted amount might not be sufficient to fund this entire project.

Town Manager Bud Bentley advised that the budgeted amount will not cover the expanded project; however, Staff is supportive of evaluating the entire area. Figures relating to the expansion of the project will be brought back to the Commission once expanded conceptual design is complete. This will not be concluded, however, by the time of the second public budget hearing.

Vice Mayor Brown requested further information on the proposed expanded improvements. Town Manager Bentley replied that FDOT will study the area and offer a recommendation on an appropriate crossing, which FDOT will also fund. Some expenses outside of FDOT's right-of-way will be the Town's responsibility.

Commissioner Vincent made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

- c. Resolution 2016-30 – A RESOLUTION OF THE TOWN COMMISSION OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING THE FINAL FIRE ASSESSMENT RATE ON PROPERTY THAT IS SPECIALLY BENEFITED BY FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; CONFIRMING THE FINAL ASSESSMENT ROLLS AND LEVYING SUCH SPECIAL ASSESSMENTS (Lisa Fuentes, Finance Director)**

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

Commissioner Vincent advised that the Town look into the possibility of reducing commercial fire assessment rates during the next fiscal year, as this issue directly affects businesses within the Town.

Commissioner Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

4. ADJOURNMENT

Lauderdale-By-The-Sea
First Public Budget Hearing
September 12, 2016

With no further business to come before the Commission at this time, the meeting was adjourned at 6:14 p.m.

Mayor Scot Sasser

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Monday, September 12, 2016
6:30 PM**

1. CALL TO ORDER, MAYOR SCOT SASSER

Mayor Scot Sasser called the meeting to order at 6:32 p.m. Also present were Vice Mayor Mark Brown, Commissioner Alfred “Buz” Oldaker, Commissioner Elliot Sokolow, Commissioner Chris Vincent, Town Manager Bud Bentley, Assistant Town Manager Tony Bryan, Development Services Director Linda Connors, Town Attorney Susan L. Trevarthen, Finance Director Lisa Fuentes, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Sasser announced that Khalilah Camacho Ali, former wife of recently deceased world heavyweight boxing champion Muhammad Ali, will speak on Friday, September 16, 2016, at 7 p.m. in Jarvis Hall.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

7. PUBLIC SAFETY DISCUSSION

a. BSO July / August 2016 Report (Captain Fred Wood)

Commissioner Oldaker thanked the Broward Sheriff’s Office (BSO) for its increased presence in the south Silver Shores area, where sidewalks and crossings have been an issue. Vice Mayor Brown added that every category of crime in the Town has decreased

Lauderdale-By-The-Sea
Regular Town Commission Meeting
September 12, 2016

with the exception of burglaries. BSO Captain Fred Wood recalled that in 2015, information cards were distributed to hotels and residences advising residents and visitors of the steps they can take to protect themselves from burglaries.

Commissioner Vincent made a motion, seconded by Vice Mayor Brown, to approve. Motion carried 5-0.

b. VFD July 2016 Report (Chief Judson Hopping)

Commissioner Vincent made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

c. AMR July / August 2016 Report (Chief Brooke Liddle)

Commissioner Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Chamber of Commerce Welcome Center July & August Statistics Report (Tedra Allen, Town Clerk)

Courtney Stanford, President of the Lauderdale-By-The-Sea Chamber of Commerce, clarified that the Welcome Center's fiscal year runs from January to December when tracking events.

b. June Finance Report (Lisa Fuentes, Finance Director)

The Commissioners accepted the report without discussion.

c. Town Manager Report (Bud Bentley, Town Manager)

Town Manager Bud Bentley advised that upcoming meetings in September and October will include the presentation of a series of contracts for approval as well as updates to the Town's purchasing and personnel manuals. These documents will be provided to the Commissioners prior to the meetings and included in their backup materials as well.

During design of the El Mar Drive public restroom, we eliminated a service room as well as a decision not to build out two of the restrooms. State Contracting has offered to construct the wall between the two restrooms to facility the rough-in of the plumbing, which is in the contract. It was determined that the cost of completing the two restrooms would be approximately \$13,500. Town Manager Bentley requested direction from the Commission regarding the issuance of a change order to include the restrooms.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
September 12, 2016

The Commissioners agreed by unanimous consensus to allow Town Manager Bentley to approve the change order for the El Mar restroom project. Town Manager Bentley clarified that preliminary estimates for the two restrooms had exceeded the Town's budget for the project. The change order covers the unit prices that were bid by State Contracting.

Town Manager Bentley noted that the Town continues to enjoy the positive press and additional service provided by the Downtown Fort Lauderdale Transportation Management Association's (DFLTMA's) Sun Trolley, which serves Lauderdale-By-The-Sea as well as Fort Lauderdale. Vice Mayor Brown added that changes are necessary to the Sun Trolley route within Lauderdale-By-The-Sea due to Town construction projects. He is working with the DFLTMA to address this need and increase ridership.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen reported that the 4th District Court of Appeal has ruled in *Ober vs. Town of Lauderdale-By-The-Sea* that municipal Code enforcement liens are indeed enforceable. The Court was unanimous in its verdict. She recognized the cities of St. Petersburg and Coral Gables for their assistance to the Town in making its case.

The plaintiff in the case has appealed this ruling to a higher court. The Florida Bankers' Association, Florida Land Title Association, and the Business Law section of the Florida Bar have filed amicus briefs in favor of this reconsideration. These briefs were provided to the Commissioners in their backup materials.

10. APPROVAL OF MINUTES

- a. **July 26, 2016 Special Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**
- b. **July 26, 2016 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**
- c. **August 11, 2016 Special Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**

Commissioner Sokolow made a motion, seconded by Commissioner Oldaker, to approve all three. Motion carried 5-0.

11. CONSENT AGENDA

Commissioner Sokolow requested that Item 11e be pulled for additional comment.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
September 12, 2016

- a. Special Event Application from the Village Grille and 101 Ocean for Friday Night Music Entertainment proposed for every Friday evening starting November 6, 2016 and ending May 27, 2017 (Debbie Hime, Special Projects Coordinator)**
- b. Special Event Application for a Public Menorah Lighting Ceremony proposed for Thursday, December 29, 2016 (Debbie Hime, Special Projects Coordinator)**
- c. Special Event Application for Kiwanis Shred-A-Thon proposed for Saturday, October 22, 2016 (Debbie Hime, Special Projects Coordinator)**
- d. Vision, Dental & Life Insurance Renewal (Lisa Fuentes, Finance Director)**

Commissioner Vincent made a motion, seconded by Vice Mayor Brown, to approve Items a, b, c, and d. Motion carried 5-0.

- e. Health Insurance Renewal (Lisa Fuentes, Finance Director)**

Commissioner Sokolow observed that health management organization (HMO) rates are increasing, and that the Town has done well in securing rates from its provider.

Commissioner Sokolow made a motion, seconded by Commissioner Vincent, to approve. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Re-Scheduling of Commission Meeting Dates in October & November 2016 (Tedra Allen, Town Clerk)**

Town Clerk Tedra Allen advised that the dates of the first meetings in October and November 2016 require rescheduling, as Yom Kippur falls on the October date and the general election occurs on the November date.

It was confirmed that meetings would continue to begin at 6:30 p.m. Town Manager Bentley also noted the proximity of the second November and December meeting dates to the Thanksgiving and Christmas holidays, and suggested that there be one meeting in each of these months.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
September 12, 2016

The following dates were determined for meetings:

- First October meeting date: October 4, 2016
- Second October meeting date: October 25, 2016
- November meeting date: November 15, 2016
- December meeting date: December 13, 2016

14. COMMISSIONER COMMENTS

Vice Mayor Brown stated that he attended a recent Broward League of Cities meeting at which strategy regarding the upcoming one-cent transportation/infrastructure surtax referenda was discussed. He noted that the County and its municipalities are working together toward this goal and have raised significant funds toward educating the public about this surtax.

15. ORDINANCES

Ordinances 1st Reading

None.

Ordinances 2nd Reading

- i. **Ordinance 2016-05 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 20, “UTILITIES,” OF THE TOWN’S CODE OF ORDINANCES BY AMENDING ARTICLE II, “SANITARY SEWER SYSTEM,” SECTION 20-19 “RATES AND CHARGES,” TO ADOPT REVISIONS TO THE SCHEDULE OF RATES AND CHARGES FOR SANITARY SEWER COLLECTION, TRANSMISSION, AND DISPOSAL SERVICE (Tony Bryan, Assistant Town Manager)**

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

Commissioner Sokolow made a motion, seconded by Commissioner Vincent, to approve. Motion carried 5-0.

16. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2016-31 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE, INC. FOR OPERATING AND FUNDING A VISITOR AND WELCOME CENTER; DIRECTING THE APPROPRIATE TOWN**

Lauderdale-By-The-Sea
Regular Town Commission Meeting
September 12, 2016

**OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR
CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Lisa
Fuentes, Finance Director)**

At this time Mayor Sasser opened public comment.

Ron Piersante, resident, advised that he is a longtime volunteer for the Welcome Center, and spoke in favor of the work done by this entity.

As there were no other individuals wishing to speak at this time, Mayor Sasser closed public comment.

Commissioner Vincent made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

**b. Resolution 2016-33 – A RESOLUTION OF THE TOWN OF
LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2015/2016
FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED
EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND
EXPENDITURES IN ACCORDANCE WITH THE 2015/2016 FISCAL
YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS,
PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE (Lisa
Fuentes, Finance Director)**

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

Commissioner Oldaker requested clarification of whether or not the expense of \$10,807 for the purchase of body cameras for law enforcement would reduce the amount used toward this purchase in the future. Town Attorney Trevarthen confirmed that this would result in a future decrease in this expense.

Commissioner Oldaker made a motion, seconded by Commissioner Vincent, to approve. Motion carried 5-0.

17. QUASI JUDICIAL PUBLIC HEARINGS

None.

18. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 7:13 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
September 12, 2016

Mayor Scot Sasser

ATTEST:

Town Clerk Tedra Allen

Date



Agenda Memorandum

Municipal Services Department

Department

Don Prince

Director

COMMISSION MEETING DATE: September 26, 2016

ITEM CATEGORY: Consent

SUBJECT TITLE: Sewer Point Repairs and Lateral Lining on Poinciana Street

EXPLANATION: Public Works was called to investigate a sewer blockage at 4457 Poinciana and, although staff was able to clear the blockage, a video inspection revealed a significant problem.

Fortunately, the main sewer line was part of the ongoing Sewer Main Lining Project and this line segment was already done. Lining the laterals on this street is part of our future plan, but with the current problems we requested proposals to make the needed repairs. This project requires two contractors. The first contractor, Madsen/Barr Corporation (**Madsen**), will replace the short sections of lateral pipes at two (2) locations that cannot be lined because they have significant cracks or have partially collapsed. The second contractor, LMK Pipe Renewal LLC (**LMK**), will line seven (7) of the laterals from the main sewer pipe to the property line and install cleanouts.

Both of these contractors have existing government contracts with unit pricing that we are utilizing to piggyback for the required services.

The cost for Madsen to make two point repairs is \$11,415 (Exhibit 1). The repair requires them to dig in the street to the top of the sewer main and replace the stacks (where the laterals meet the sewer main) in two locations and to complete road restorations. Their proposal is based on their City of Boca Raton Contract 2012-031, which is on file in the Clerk's Office.

The cost for LMK Pipe Renewal LLC (**LMK**) to install seven lateral liners and clean-outs is \$39,296 (**Exhibit 1**). The price is based on their City of Plantation Contract #042-14, which is on file in the Clerk's Office. The seven liners include the two laterals being repaired by Madsen and five others on this sewer main section.

The total cost of this repair is \$50,711. The Town has budgeted funds for sewer repairs in FY 17 Sewer Fund (acct 103-535.000-500.630 Capital Outlay Imp other than bldg.)

Agenda Memorandum

Page 2



RECOMMENDATION: Authorize piggybacking on the two governmental contracts noted above and authorize the Town Manager to execute purchase orders and any related documents necessary for the Poinciana Sewer Repair Project.

Exhibits 1: Madsen/Barr Proposal for \$11,415

Exhibits 2: LMK Proposal for \$39,296

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6332
E-mail: madsenbarr@earthlink.net



COST ESTIMATE – SEPTETMBER 19, 2016

SOLD TO: LMK PIPE RENEWAL LLC
1131 NW 55TH STREET
FT. LAUDERDALE, FLORIDA 33309

ATTN: MR. MARK GULYAS

SUBJECT: LAUDERDALE by the SEA
EXCAVATED SEWER POINT REPAIRS and RESTORATION

LOCATIONS: 4465 and 4445 POINCIANA STREET

SCOPE of WORK: Mobilization, Utility locations, Notifications, MOT, Secure area, Clear area, Excavations (2 EA.), Install 90 Degree Bends and 4' pipe on top of existing sewer stack, Restoration of Asphalt, Final Cleanup and Demobilization.

CONTRACT: CITY of BOCA RATON 2012-031
"EXCAVATED SEWER POINT REPAIRS"
LICENSED and BONDED

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A-1	Point repair 6-inch lateral 0/5'cut	2	EA.	\$ 4,000.00	\$ 8,000.00
A-39	Asphalt roadway replacement	32	SY	\$ 95.00	\$ 3,040.00
A-49	Traffic Control-Barricades/Signs	5	DAY	\$ 75.00	\$ 375.00

TOTAL COST ESTIMATE ***** \$ 11,415.00

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.



PROPOSAL

LMK Pipe Renewal LLC

1131 NW 55th Street

Fort Lauderdale, Florida 33309

(954) 772-0075 office • (954) 772-0086 fax • (954) 448-4181 cell • Email: John@lmpipe.com

Submitted To:

Town of Lauderdale By the Sea

4501 Ocean Drive

Lauderdale By The Sea, FL 33308

Attn: Mr. Don Prince

Date: **August 10, 2016**

Phone:

Fax:

Cell#: (954) 275-0908

email: donp@lauderdalebythesea-fl.gov

Project:

Lateral Quote - MH Segment 31-32 Poinciana

Payment terms: 1) Monthly pay request for work completed, 100% due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Florida law will govern the construction and performance of this agreement. Venue is Broward County, Florida. Should litigation be required to collect monies owed to LMK, LMK will be reimbursed for Attorney fees court costs, all collection costs.

Authorized Signature: x _____

Mark S. Gulyas

Note: This proposal may be withdrawn if not accepted within 90 days.

We hereby submit prices to furnish and install the following items:

Item	Description	QTY	UNIT	PRICE	TOTAL
Manhole Segment 31-32					
1	Bid Item # 3-1 - CIP Lining, 8 to 15-inch full circle main connection 4" or 6" x 4.5mm lateral piping, minimum 10 LF of lateral (all depths).	7	EA	2,875.00	20,125.00
2	Bid Item #3-4 - Lateral Liner 4" & 6" x 4.5mm pipe, beyond 10 linear feet (all depths). <i>*(estimated at 5' per lateral)</i>	162	LF	33.00	5,346.00
3	Bid Item # 3-2 - CIP Lining, stack pipe, double lateral, 6 to 24-inch main 4 to 6-inch stack, full circle main connection 4", 6" or 8" x 4.5mm lateral piping, minimum 10 LF of lateral each way (all depths).	1	EA	4,975.00	4,975.00
4	Bid Item #3-12 - Sewer lateral TV from main w/ P&T Camera (up to 30 feet)	10	EA	165.00	1,650.00
5	Bid Item #3-15 - Cleanout Installation in grass area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	2	EA	850.00	1,700.00
6	Bid Item #3-17 - Cleanout Installation in concrete area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	5	EA	1,100.00	5,500.00
7	Bid Item #3-20 - Bypass pumping (8-inch and 15-inch sewer)(<i>*If</i>	1	EA	250.00	250.00
				Sub Total:	\$ 39,296.00
				Total:	\$ 39,296.00

Terms & Conditions: ITB No. 042-14

- Unit price proposal, payment shall be based on city approved quantities. **No bonds or permits are quoted in this proposal.**
- Water meter provided at site by others.
- Liner to be installed as per manufacturer's specifications, utilizing an existing cleanout provided to us prior to our mobilization.
- City is to coordinate access to site (if required).
- Work release will need the house address, cleanout location, repair location from the Up-stream MH, type, size & depth of main. City to verify CO location with our forces prior to LMK crew mobilizing to site.
- Main Line bypass pumping limited to 3" pump. Larger flow bypassed by others. Lateral flow will be interrupted for 60-90 minutes. Where flow is excessive for liner install two cleanouts are required, both installed by others. (Two CO in tandem is adequate)
- No lateral or branch connection reinstatements connecting to the 4 or 6" lateral portion of the lateral lining is anticipated or quoted.
- This project was quoted based on receiving a minimum quantity per work order of 4ea. in order to avoid mobilization charges.
- If in the sole opinion of our Field Superintendent, conditions become unsafe or unsuitable for our method(s) of repair, we reserve the right to terminate work in that section without prejudice against any other structures or pipelines that may be completed for reasons such as but not limited to: irregular pipe shapes, collapsed pipe sections, protruding taps, severe offset joint(s), severe mineral deposits, other obstructions, access restraints or crew/equipment limitations.
- One copy of pre-tv (done at time of install) and final-tv (tape/DVD showing the finished product from the CO to the main will be provided with the pay request. No mainline TV anticipated or quoted.
- Materials are custom ordered for each install, work approved and subsequently deleted after materials are ordered will result in a restocking charge to the owner in the amount of \$200.00.
- Work must be given to LMK in adequate time to allow for completion by our forces. LMK will not be liable for liquidated damages or subject to any other penalties for work issued without adequate time to complete. Upon work issued to LMK, we will return a schedule to the prime contractor for installation. Generally 2 installs per work day with a 20 work day grace period.
- If customer fails to submit progress payments in a timely fashion as outlined in the bid documents or has received payment from owner and not paid LMK within 10 days, late fees will apply, 1.5% monthly or 18% annually for the past due invoice(s). We reserve the right to suspend work for non payment for work performed. LMK will not be held responsible for liquidated damages that may result from termination or suspension of work due to non-payment of outstanding invoices between LMK and prime contractor. Collection charges for past due invoices will be reimbursable to LMK.

Acceptance of Proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: X _____

Date of Acceptance: _____

Any transmission of documents pertaining to this project through the use of a facsimile machine now or in the future is hereby permissible.
Original copy to LMK Pipe Renewal LLC. Sub contracts must include this proposal as terms of our agreement.



Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley

Town Manager

COMMISSION MEETING DATE: September 26, 2016

ITEM CATEGORY: Consent

SUBJECT TITLE: Extension of the Town's License to Benihana to Use Properties on West Tradewinds Avenue

EXPLANATION: On December 11, 2012, the Commission authorized a new license agreement with Benihana for use of Town owned properties on West Tradewinds adjacent to the Benihana restaurant and parking lot. The Town has licensed the properties to Benihana since March 28, 2006, when the Town Commission approved a site plan for the remodeling of the Benihana Restaurant.

The License Agreement's initial five (5) year term is from October 1, 2011 to September 30, 2016 and provides for one extension as follows:

The Parties agree that they may decide to extend the Term for an additional five (5) years on the same terms and conditions, by executing a written agreement for such extension on or prior to February 1, 2016. If LICENSEE or TOWN desires to seek such an extension, that party shall provide written notice to the other of its proposal to extend the Term no later than October 1, 2015.

Benihana missed the notice date and only recently submitted their request for an extension. The Town Attorney prepared the attached amendment (**Exhibit 1**), which adjusts the notice date and authorizes the extension.

Code Issues

The Benihana restaurant property has had code issues in the past and they are currently working to correct one code violation (grease trap connection required in their dumpster enclosure). Attached is a September 13, 2016 email (**Exhibit 2**) sent to the Commission from Linda Connors, Director of Development Services, outlining the code issues.

If the Benihana Corporation fails to fix the code violation, the Special Magistrate will assess daily fines and the Commission could terminate the license agreement (requires 6 months' notice).

Agenda Memorandum

Page 2

**RECOMMENDATION:** We recommend the Commission:

1. Approve the First Amendment to the License Agreement;
2. Authorize the Town Manager to provide notice of termination of the License Agreement (the "Termination Notice") pursuant to Sec. 5 "Termination" of the License Agreement; and
3. Authorize the Town Manager to withdraw the Termination Notice once Benihana brings the existing code violation into compliance and pays any applicable code fines and administrative costs.

Exhibits:

1. 2016 Amendment to the 2011-2016 License Agreement
2. Code Status Report

Reviewed by Town Attorney:

<input checked="checked" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") to the License Agreement (the "Agreement"), dated January 16, 2013, by and between The Town of Lauderdale-By-The-Sea, a Florida municipal corporation, ("TOWN") and Benihana, Inc., a Florida corporation, ("LICENSEE") is made and entered into this 15 day of September, 2016.

RECITALS

A. Pursuant to the Agreement, the TOWN granted to LICENSEE the non-exclusive right, license and privilege of reserving certain TOWN-owned property, as more particularly described in the Agreement, subject to the terms and conditions set forth in the Agreement.

B. The Agreement provides for a five year term from October 1, 2011 to September 30, 2016, with the ability to extend the term for an additional five (5) years on the same terms and conditions, by executing a written agreement for such extension on or prior to February 1, 2016.

C. The TOWN and LICENSEE desire to enter into this Amendment to the Agreement to extend the Term of the Agreement for an additional five (5) year period, notwithstanding that the parties did not execute an extension to the Agreement by February 1, 2016.

NOW, THEREFORE, for and in consideration of the foregoing promises and the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Amendment to Section 4.** The parties hereby agree that Section 4, "Term", of the Agreement is amended to read as follows¹:

4. TERM

The term of the initial license agreement between the Parties was from September 14, 2006 to September 13, 2011. The term of this License shall be from October 1, 2011 to September 30, 2016 (the "Term").

¹ Additions to existing text are shown by underline; deletions are shown by ~~strikethrough~~

Item No. 11.b.
Exhibit 1

First Amendment to License Agreement - Benihana

The Parties agree that they may decide to extend the Term for an additional five (5) years on the same terms and conditions, by executing a written agreement for such extension on or prior to ~~February~~ October 1, 2016. ~~If LICENSEE or TOWN desires to seek such an extension, that party shall provide written notice to the other of its proposal to extend the Term no later than October 1, 2015.~~

3. **Extension of Term.** Notwithstanding any language to the contrary in the Agreement, the TOWN and the LICENSEE hereby agree to extend the Term of the Agreement, and License granted therein, for an additional five year period from October 1, 2016 to September 30, 2021 on the same terms and conditions as set forth in the Agreement.

4. **No Further Modifications.** All other provisions of the Agreement, other than as specifically addressed herein, shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Item No. 11.b.
Exhibit 1

First Amendment to License Agreement - Benihana

IN WITNESS WHEREOF, the parties have accepted, made and executed this Amendment as of the date first written above.

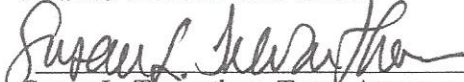
TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

Tedra Allen, Town Clerk

Scot Sasser, Mayor

APPROVED AS TO FORM:



Susan L. Trevarthen, Town Attorney

WITNESSES:

BENIHANA, INC.


Signature

Print Name


Adam Hlovaty
Signature
Zlata Gurfinkel
Print Name

By:

Print Name:


Robert Baker

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of BENIHANA, INC., a Florida corporation, and acknowledged executed the Amendment as the proper official of BENIHANA for the use and purposes mentioned in it and that the instrument is the act and deed of that corporation.

- ☐ He is personally know to me; or
☐ has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2016.

My commission expires:

NOTARY PUBLIC

Exhibit 2

From: [Linda Connors](#)
To: [Scot Sasser](#); [Mark Brown](#); [Chris Vincent](#); [Elliot Sokolow](#); [Buz Oldaker](#)
Cc: [Bud Bentley](#); [Tony Bryan](#); [Bethany Banyas](#)
Subject: Benihana Update
Date: Tuesday, September 13, 2016 1:31:56 PM
Attachments: [276 Commercial Photos Set 1.pdf](#)
[276 Commercial Photos Set 2.pdf](#)
[276 Commercial Photos Set 3.pdf](#)
[image001.png](#)

Good afternoon.

Mr. Briscuso is a property owner who lives on Miramar Avenue and has issues with the condition of Benihana's dumpster area. Many of you may have heard from him or received emails outlining his concerns about Benihana. Below is an email that I wrote to him on September 2nd in response to his complaint. He did not contact me for additional information about his concerns.

As an update to the September 2nd email, the Town's code enforcement staff continues their work with Benihana to make sure their property meets our maintenance standards. To complete the compliance requirements, they submitted a building permit on September 2nd to reconstruct their dumpster area to make sure runoff is contained. The Building Department issued their permit comments on September 9th and we are awaiting a resubmittal. Compliance for the violation will only occur after the permit is issued and all inspections are completed.

Since the permit is not issued and construction hasn't completed, the property is considered in violation and the case is scheduled for the September 22nd Special Magistrate meeting. At the meeting, I believe the applicant will request a continuance. Since the property owners have been working with staff to correct their violations, we will not have an objection to a 30 day continuance.

Please let me know if you have any additional questions regarding this property.

Thank you.

Linda

LINDA CONNORS

Development Services Director

4501 N. OCEAN DRIVE,

LAUDERDALE-BY-THE-SEA, FL 33308

Phone: 954-640-4213 • Fax: 954-634-4654 • lindac@lbts-fl.gov

www.lbts-fl.gov • www.lbtsevents.com

From: Linda Connors
Sent: Friday, September 02, 2016 11:37 AM
To: 'remo262@msn.com'
Cc: Tony Bryan; Bud Bentley; Scot Sasser; Mark Brown; Bethany Banyas; 'ahlavaty@benihana.com'; rbailey@benihana.com
Subject: RE: Benihana Update

Good morning!

Exhibit 2

This email is in response to your complaint about the conditions at Benihana.

The Town originally cited Benihana on February 12, 2016 for maintenance standards and water and grease ponding in the swale. We required them to paint portions of the building and dumpster enclosure, keep the dumpster doors closed, repair the drain at the base of their southern driveway and ensure that water does not collect in this area. We subsequently cited them on June 2, 2016, requiring them to permanently improve the site conditions by adding a grease trap in the dumpster area.

As you can see in the before and after pictures, there has been a vast improvement in the conditions at the restaurant and the standing water has not recurred since compliance was reached on May 25, 2016. While we are pleased with their progress, there is still work to be done. For example, the citation for the improvements to the dumpster area requires a permit be obtained and the work completed before compliance is granted. Benihana is working toward compliance on this violation, but they are scheduled for the September 22, 2016 Special Magistrate meeting if they have not complied by then. They also need to continue to keep the dumpster enclosure doors closed and make sure that the area in general is pressure washed to ensure it is clean.

On August 30, 2016, we additionally cited the property for continued upkeep of the dumpster enclosure. We are asking that they keep this area clean and sanitary. They are scheduled for the October 27, 2016 Special Magistrate meeting if this is not in compliance. However, we will still request an order from the Magistrate even if they comply, so that we can consider any future violation of maintenance to be a repeat violation. Repeating the same violation allows the Town to fine the property owner immediately once the violation is confirmed by the Special Magistrate.

I assure you that we have been closely monitoring this property and are working with them to ensure a higher level of maintenance for this property. Should you have additional questions, please don't hesitate to give me a call. I would be happy to meet with you to review your concerns.

Thank you.

Linda Connors

**LINDA CONNORS**

Development Services Director

4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308

Phone: 954-640-4213 • Fax: 954-634-4654 • lindac@lbts-fl.gov
www.lbts-fl.gov • www.lbtsevents.com

Exhibit 2

From: Remo Briscuso [mailto:remo262@msn.com]
Sent: Monday, August 29, 2016 6:21 PM
To: Scot Sasser <ScotSasser@lauderdalebythesea-fl.gov>; Mark Brown
<Markb@lauderdalebythesea-fl.gov>
Subject: BENEHANE

How much longer do the people that reside around this stinky, trashy area have to put up with the Stink and dormant water that for sure will draw the Miami Zika bugs The town does not seem to care. Its almost two months. Nothing has been done. Nothing.

The building needs to hire an architect. The business does Millions . Lauderdale By The Sea and the residents deserve better. There 30 or more homes that drive past this mess every day.

Your office promised action almost two months ago.

Ray Briscuso
262 Miramar Ave

does



Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley

Town Manager

COMMISSION MEETING DATE: , 2016
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ITEM CATEGORY: Consent

SUBJECT TITLE: Five Year Contract for Fire Services with the Lauderdale-By-The-Sea Volunteer Fire Department

EXPLANATION: Attached for the Commission's consideration is a proposed agreement (**Exhibit 1**) with the Lauderdale-By-The-Sea Volunteer Fire Department (**VFD**) for them to provide Fire Services beginning on October 1, 2016 and terminating on September 30, 2021 (Article 10, page 7). Upon mutual consent, the parties could renew the agreement for three years. While the proposed agreement (**Exhibit 1**) has been updated to include standard text we include in all of our contracts and to add clarity in some sections, it remains basically the same agreement that has served us well in the past.

The current agreement was initially approved in 2008 and the renewal period approved in 2013 and it terminates on September 30, 2016.

Purchasing Manual: Section IV.H.10 exempts from bidding "Contracts for grants, services, goods or shared services with other governmental entities or not-for-profit organizations provided that the prices being paid for such goods or services are reasonable and competitive with the marketplace, . . .".

The VFD is a not-for-profit organization. As proof of reasonable and competitive rates, we note that the Town's Fire Fee was the second lowest of the twenty-seven cities in Broward County that levy a fire fee.

RECOMMENDATION: We recommend the Commission approve the attached Fire Services Agreement and authorize the appropriate Town Officials to execute the agreement.

Exhibits: 1. Fire Services Agreement

Reviewed by Town Attorney:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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File: T:\0 Agenda\9-26-16 Commission\Admin\Fire Services Contract\9-26-16 AM Fire Services Contract.docx

**FIRE PROTECTION AND FIRE PREVENTION
SERVICES AGREEMENT**

**FIRE PROTECTION AND FIRE PREVENTION SERVICES
AGREEMENT**

BY AND BETWEEN

THE TOWN OF LAUDERDALE-BY-THE-SEA

AND

LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT

This Agreement made and entered into this ____ day of September, 2016, by and between the LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, Inc. (the “VFD”), and the TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation of the State of Florida (the “TOWN”).

WHEREAS, the VFD and the TOWN desire to enter into this agreement (the “**Agreement**”) to provide for fire protection and fire prevention services by the VFD within the municipal boundaries of the TOWN (the “**Service Area**”) and to set forth how such fire protection and fire prevention services will be provided; and

WHEREAS, the TOWN desires a high level of competent professional fire protection and fire prevention service in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN and the VFD have determined that it is mutually beneficial and in the best interests of the public to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the VFD and the TOWN do hereby agree as follows:

ARTICLE 1: BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for the VFD and the TOWN to provide for a means by which each entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The VFD and the TOWN find the method of delivery of fire protection and fire prevention services set forth in this Agreement is in the best interests of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2: GENERAL OPERATING CONDITIONS

- 2.1 Fire Services: The VFD shall provide comprehensive fire protection and fire prevention services (the “**Fire Services**”) as set forth in this Article within the municipal boundaries of the TOWN. Fire Services shall include, but not be limited to, the following specialized services:

**FIRE PROTECTION AND FIRE PREVENTION
SERVICES AGREEMENT**

- 2.1.1 The VFD shall respond to emergency calls relating to the accidental spill or leak of hazardous materials. The VFD shall secure any such site until technical HAZMAT support arrives on the scene.
- 2.1.2 The VFD shall provide fire investigation services, including arson investigation assistance.
- 2.1.3 The VFD shall offer public education programs designed to reduce the risk of property damage, injury, or loss of life from fire.
- 2.1.4 The VFD shall provide all fire safety inspections required by the Town Code and all applicable federal, state and county laws, codes and regulations within the TOWN (collectively, the **"Inspections"**).
- 2.1.5 The VFD shall provide beach first responder services, operating on a part time basis, to promote safety and fire prevention and provide surveillance of and first responder services at all beach areas within the Town.
 - 2.1.5.1 The VFD shall maintain a presence in the beach areas for emergency situations according to a schedule approved by the TOWN, during special events, or upon the request of the Town Manager.
 - 2.1.5.2 The VFD's beach first responder services shall provide emergency first aid service as needed.
 - 2.1.5.3 When present, the VFD's beach first responder personnel shall inform the public of dangerous swimming conditions.
 - 2.1.5.4 The VFD's beach first responder personnel shall operate and maintain two (2) all-terrain vehicles (ATVs) for the express purpose of providing first responder emergency services.
- 2.1.6 The VFD shall not utilize a third party provider for the provision of any services referenced in this Agreement unless approved in writing by the TOWN in its sole and absolute discretion.
- 2.2 Mutual Aid Agreements: It is understood that the TOWN has entered into a Mutual Aid Agreement with several local governments located in Broward County (collectively, the "Mutual Aid Agreements"). VFD shall fulfill all obligations of the TOWN under the Mutual Aid Agreements, so as to ensure the availability of certain specified services that VFD is not qualified to provide (Hazmat response, Technical Rescue, etc.).
- 2.4 Fire Marshal Services: The VFD shall retain a qualified Fire Marshal to provide the services specified in this Section 2.4. The selection of the Fire Marshal shall be subject to the prior written approval of the Town Manager. Within no more than 60 days following receipt of a written notice of the Town Manager's dissatisfaction with the Fire Marshal, the VFD shall replace the Fire Marshal with another qualified Fire Marshal, and the selection of the replacement Fire Marshal shall also be subject to the prior written approval of the TOWN. VFD shall provide the following specialized Fire Marshal services on an hourly basis:
 - 2.4.1 Provide thorough review of the fire/life safety aspects of plans for new building construction and for alterations to existing buildings to ensure that mathematical and engineering calculations are accurate and that plans comply with all applicable codes and regulations. Provide complete engineering appraisal of properties so that the proper Fire/Life Safety and Town Codes may be applied to render the property safe.

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

- 2.4.2 Confer with attorneys, public officials, architects, engineers, fire personnel, builders, contractors, building staff and officials, and property owners on matters concerning Fire/Life Safety, and Town Codes regarding fire suppression systems, inspections, and fire prevention methods and practices.
- 2.4.3 Complete the review of all submitted building plans within the time limit as specified by the TOWN or required in third party contracts with the TOWN.

Compensation for the specialized Fire Marshal services described above shall be paid to VFD on an hourly basis at the rate of \$35.00 per hour, which may be adjusted by the written agreement of the VFD Chief and the Town Manager. VFD shall provide TOWN accurate written invoices no more often than once per month, setting forth the hours worked with an accurate description of the services provided, itemized on a per hour basis. Fees shall be paid in arrears each month. The TOWN shall pay VFD within 30 days of receipt of a correct and approved written invoice for payment.

ARTICLE 3: EMPLOYMENT RESPONSIBILITY AND STAFFING

- 3.1 All fire protection and fire prevention personnel and other persons employed by the VFD in the performance of services, functions and responsibilities as described and contemplated herein for the TOWN shall be and remain employees of VFD.
- 3.2 The VFD shall maintain the following personnel, at a minimum, during the term of this Agreement: one (1) Fire Chief, one (1) Deputy Fire Chief, one (1) Battalion Chief, one (1) Fire Administrator, one (1) Safety Officer, one (1) Fire Inspector, and one (1) Training Officer.
- 3.3 VFD shall maintain a sufficient roster of certified firefighters to respond to calls for services in a timely manner and to provide the Fire Services required in this Agreement.
- 3.4 It is understood that all VFD personnel shall maintain all appropriate and necessary certifications at all times during the term of this Agreement.
- 3.5 Qualification of Volunteer Fire Department Membership: All volunteer members of the VFD shall meet the following minimum qualifications:
 - 3.5.1 All VFD firefighters shall be at least eighteen (18) years old, and shall have a high school diploma or the equivalent thereof.
 - 3.5.2 All members of the VFD shall undergo a thorough background investigation. No member of the VFD shall have been convicted of a felony, or of a misdemeanor directly related to the volunteer's position in the VFD or which would bring discredit to the VFD or TOWN, or pled nolo contendere to any felony charge within the previous four year (4) years.
 - 3.5.3 All VFD firefighters shall be in good physical condition as certified by a medical doctor annually. Any member that does not have a current medical certification shall be placed on the inactive roll and shall not provide Fire Services until such time as a valid medical certification is obtained.
 - 3.5.4 During the term of this Agreement, at all times at least seventy-five percent of the VFD membership shall be state certified firefighters.
 - 3.5.5 All VFD personnel shall meet the training, experience and certification requirements set by the State of Florida for the position they hold in the VFD. The VFD shall regularly monitor their members' conformance with the

FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT

requirements in this Agreement and promptly remove from duty or reassign those members who do not have the current certification and training required for the role to which they are assigned.

- 3.5.6 Driver/Engineer qualifications: All drivers of fire service vehicles and/or apparatus shall have a valid Florida driver's license with emergency vehicle endorsement.

ARTICLE 4: FIRE VEHICLES AND EQUIPMENT

- 4.1 Equipment: The VFD shall, under a separate agreement, lease Town owned fire equipment and apparatus from the TOWN that are necessary for VFD to provide the Fire Services required under this Agreement.
- 4.2 Purchase of Fire Apparatus and Equipment: The TOWN and the VFD will consult with each other in advance of purchasing fire apparatus and equipment.
- 4.3 Maintenance: The VFD shall be solely responsible for ensuring that all equipment, vehicles, hoses, and fire apparatus are maintained in accordance with National Fire Protection Association ("NFPA") and Insurance Service Office ("ISO") standards, as well as with applicable Florida Suppression Rating Schedule ("FSRS") criteria.
- 4.4 Dispatch: 9-1-1 answering services and dispatch is currently provided by Broward County. All communications equipment used by VFD shall be compatible with Broward County's 9-1-1 communications system, as may be modified from time to time.
- 4.5 Outside Services: Except for the provision of mutual aid pursuant to the Mutual Aid Agreements, the VFD shall not use TOWN equipment to provide Fire Services outside of the TOWN ("Outside Services") without first obtaining the permission of the Town Commission and entering into an amendment to this Agreement.

ARTICLE 5: FIRE FACILITY

- 5.1 Fire Facility: The VFD shall establish its operational base at the TOWN's fire station and the fire administration in the offices provided by the TOWN (collectively, the "**Fire Facility**").
- 5.2 Responsibilities. The TOWN owns the Fire Facility and shall be responsible for major repairs necessary to keep the Fire Facility in proper working order. VFD shall be responsible for the daily maintenance of the Fire Facility and shall maintain the Fire Facility in good condition. VFD shall advise the TOWN in writing as soon as possible of any damage to the Fire Facility or if VFD believes major repairs to the Fire Facility are necessary. In the event the VFD, its employees, agents, or invitees, destroy, deface, damage, impair, or remove any part of the Fire Facility, VFD shall be responsible for repairing or replacing such property.

ARTICLE 6: PAYMENT FOR FIRE SERVICES

- 6.1 Payment for Services:
- 6.1.1. Payment for Fire Services: During the Term of this Agreement, the TOWN will pay to the VFD the amount approved by the Town Commission in the annual budget for the cost of providing Fire Services (the "**Town Payment**").

**FIRE PROTECTION AND FIRE PREVENTION
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Fire Services that are eligible will be paid from Fire Assessment Fees. Fire Services that are not eligible to be funded by Fire Assessment Fees shall be identified by VFD and TOWN and the TOWN and VFD shall use non-Fire Assessment revenue to pay for those Fire Services.

The Town Payment shall be paid to the VFD in equal monthly installments by the 7th day of each month.

- 6.1.2. True-up: By November 30, 2017, and by November 30 of each year of this Agreement thereafter, the VFD shall submit an accounting of its expenditures to provide Fire Services for the preceding fiscal year. If the TOWN has paid more for Fire Services in the preceding fiscal year than the actual cost for the VFD to provide those services, then the TOWN shall deduct the difference between the total amount paid to VFD by the TOWN and VFD's documented actual cost of providing the Fire Services (the "**True-up**") from the next payment(s) due to the VFD.

Since the parties have not previously calculated the True-up from prior fiscal years, the parties agree that by December 31, 2016, the VFD Chief and the Town Manager will reach an agreement as to the difference between the VFD's actual cost to provide Fire Services and the amount paid by the TOWN for Fire Services prior to October 1, 2016 (the "Prior Years True-up"). The "Prior Years True-up" amount shall be used by VFD to purchase fire apparatus and other equipment identified in the Town's annual budget, and the title of such purchased equipment shall vest with the TOWN as provided for in this Agreement.

- 6.1.3. Budgeting Process: By June 1 of each year, the VFD shall submit to the Town Manager a proposed Fire Services budget and recommended capital budget pursuant to this Agreement for the following fiscal year. The Town Manager and the VFD Board of Directors, or their designated representatives, shall meet to discuss the proposed budget. By July 31st of each year, the Town Manager shall provide to the Town Commission for their consideration either (a) a budget which he or she and the VFD Board of Directors have reached agreement on, or (b) the VFD's budget proposal and the Town Manager's recommendations. The TOWN and the VFD must come to an agreement on an operating budget by September 1st of each year, or the prior fiscal year budget for the VFD will be adopted by the Town Commission as a component of the TOWN's annual budget, subject to the conditions, limitations and restrictions of applicable law. The Town Payment shall be the agreed-upon and Town Commission approved compensation to the VFD.

6.2 Fire Inspections:

- 6.2.1 The VFD shall perform the annual required fire inspections of each commercial occupancy and residential occupancy as required by the Florida Fire Protection Code. The VFD will provide written reports on the outcome of those inspections and shall issue, on the TOWN's behalf, notices of violation and take whatever action is required by the Florida Fire Protection Code to address public safety. If violations are found, the VFD will do one re-inspection at no charge. The property owner or lessee, as appropriate, will be assessed a re-inspection fee if a second, third or multiple re-inspections are necessary. After the second re-inspection, a notice of violation will be issued

**FIRE PROTECTION AND FIRE PREVENTION
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and the TOWN may bring the case, with the VFD's assistance and testimony, before a Special Master for adjudication.

- 6.2.2 The TOWN will be responsible for billing the property owner or lessee for all fire inspection fees and fines. The VFD agrees to provide reports and paperwork in a timely manner to the TOWN's Development Services Department to enable such billing to take place. All revenues received from fees and fines shall be the property of the TOWN.
- 6.2.3 In the event the VFD does not perform the annual fire inspections in a timely and professional manner, as determined by the TOWN, the TOWN reserves the right, in its sole discretion to notify the VFD, and to utilize another employee or contractor qualified to perform that function. The TOWN also has the option of notifying the VFD to discontinue providing fire inspection services, and if the TOWN exercises this option, the TOWN shall reduce the compensation paid to the VFD by an amount equal to the cost of contracting with another qualified contractor for fire inspection services, and the VFD shall cooperate fully as needed to transition these services to the new contractor.
- 6.3 Volunteer Firefighter Pension Fund: The TOWN and VFD shall comply with Chapter 2, Article V, Division 3 "Volunteer Firefighters' Pension Plan" of the Lauderdale-By-The-Sea Code of Ordinances regarding participation in, and contributions to, the Town Volunteer Firefighters' Pension Plan.

ARTICLE 7: STANDARDS OF SERVICE

- 7.1 The Fire Chief, the Deputy Chief, or a Battalion Chief will be on duty twenty-four (24) hours a day, seven (7) days a week during the entire term of this Agreement with NO EXCEPTIONS.
- 7.2 A command officer (defined as one of the following: Fire Chief, the Deputy Fire Chief, or a Battalion Chief) and the first fire apparatus shall respond within nine (9) minutes to a minimum of 90% of all emergency fire rescue calls in each month. The crew for the first fire apparatus shall include a minimum of three (3) personnel, including the driver/engineer, and at least two (2) of the personnel staffing the fire apparatus shall be state certified firefighters.
- 7.3 The VFD shall ensure that all active members receive at least seventy (70) hours of training per year. Members that are not active for a full twelve-month period shall receive at least a pro-rated amount of the seventy (70) hours of annual training, based on the actual months of service in the calendar year. Any active member that is not reasonably current with their required amount of training shall be placed on the inactive roll and shall not provide Fire Services until such time as the active member meets the training requirements.
- 7.4 The VFD shall take all actions within their power and financial capability to maintain the TOWN's ISO rating at a three (3) or better.

**FIRE PROTECTION AND FIRE PREVENTION
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ARTICLE 8: INDEMNIFICATION

- 8.1 To the extent permitted by law, the VFD shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the VFD, its employees, agents, servants, and the VFD shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts or omissions of the VFD, its employees, agents, or servants.

ARTICLE 9: INSURANCE

- 9.1 Prior to the commencement of this Agreement, the VFD shall secure:
- 9.1.1 A General Liability Insurance policy with a minimum general aggregate liability coverage amount of two million dollars (\$2,000,000.00);
 - 9.1.2 An Automotive Insurance Policy covering each of the vehicles leased from the TOWN in the minimum combined single limit amount of one million dollars (\$1,000,000.00);
 - 9.1.3 Excess liability "umbrella" coverage in a minimum amount of four million dollars (\$4,000,000.00) per occurrence and eight million dollars (\$8,000,000.00) in the aggregate;
 - 9.1.4 Employers' Liability Insurance in the minimum amount of one million dollars (\$1,000,000.00) per accident or disease; and
 - 9.1.5 A Workers Compensation Policy providing coverage for all members of the VFD in at least the minimum amount required by statute.
- 9.2 The TOWN shall be named as an additional insured on all required insurance policies (except for Worker's Compensation), and an endorsement reflecting this requirement shall be issued as part of any required policies. The VFD shall provide an original certificate of insurance to the TOWN as evidence that the above requirements have been met prior to commencing operations, and shall provide evidence of continued coverage prior to October 1st of each year of this Agreement or another date that is agreed to in writing by the Town Manager. The certificate of insurance shall state that the TOWN shall receive at least 30 days' written notice prior to any cancellation, nonrenewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In that event, the VFD shall be responsible for providing the TOWN written notice of any change in insurance coverage.

ARTICLE 10: TERM

- 10.1 The initial term of this Agreement shall be five (5) years, commencing on October 1, 2016 and ending on September 30, 2021 (the "**Initial Term**").

**FIRE PROTECTION AND FIRE PREVENTION
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- 10.2 Upon the mutual consent of both parties, this Agreement may be renewed for one, three (3) year term, commencing on October 1, 2021 (the “**Renewal Term**”).

ARTICLE 11: TERMINATION

- 11.1 Termination for Convenience: The VFD or the Town Commission may terminate this Agreement at any time without cause and at its sole discretion upon one hundred eighty (180) days advance written notice via certified letter to the other party.
- 11.2 Termination for Cause: The VFD or the Town Commission may terminate this Agreement upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice of the breach via certified letter to the other party.
- 11.3 Automatic Termination: To the extent permitted by law, termination shall occur automatically should the TOWN or VFD file or consent to the filing of a petition for reorganization or bankruptcy or become otherwise insolvent.
- 11.4 Transition Period: In the event of termination or expiration of this Agreement, the VFD and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the VFD to a TOWN fire department or other service provider and to maintain during such period of transition the same high quality of Fire Services as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the TOWN is unable to provide for the same level of Fire Services at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until TOWN is capable of rendering such level of Fire Services, whichever occurs sooner. The consideration to be paid to the VFD during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by the VFD.

ARTICLE 12: SPECIFIC PERFORMANCE

Notwithstanding a party's right to terminate this Agreement as set forth in Article 11 above, if the TOWN or VFD fails to cure a material breach of this Agreement for a period of ten (10) days after receipt of a written, certified letter notice of such default from the other party, the party giving notice of default may, but shall not be required, to seek specific performance of this Agreement. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms contained therein. This article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available in law or equity.

**FIRE PROTECTION AND FIRE PREVENTION
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ARTICLE 13: MISCELLANEOUS

- 13.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 13.2 Merger/Amendment: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.
- 13.3 Assignment: The respective obligations of the parties set forth in this Agreement shall not be assigned or transferred, in whole or in part, except as expressly agreed to in writing by the TOWN.
- 13.4 Records and Reports:
- 13.4.1 Public Records: The VFD shall make available, at no charge, all records of building inspections, financial records, bank statements, payroll records, fire investigation records, and any other information or records created in connection with the services provided pursuant to this Agreement, or as defined as "public records" according to Florida law.
- 13.4.2 The VFD shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
- (a) VFD agrees to keep and maintain public records in VFD's possession or control in connection with VFD's performance under this Agreement. VFD additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. VFD shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- (b) Upon request from the TOWN's custodian of public records, VFD shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the VFD shall be delivered by the VFD to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by VFD shall be delivered to the Town in a format that is compatible with the

**FIRE PROTECTION AND FIRE PREVENTION
SERVICES AGREEMENT**

TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the VFD shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to VFD shall be withheld until all records are received as provided herein.

IF VFD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VFD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4201, Tedraa@lauderdalebythesea-fl.gov or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

- 13.4.3 The VFD shall maintain and provide a monthly report to the Town Manager and Town Clerk detailing all calls for service and the staff roster responding to those calls within the TOWN Service Area.
- 13.4.4 The VFD shall be responsible for all State and Federal reporting requirements applicable to the Fire Services. The VFD shall submit to the Town Manager an annual audit conducted by an independent audit firm selected by the TOWN.
- 13.5 Recordation/Filing: The VFD, after approval of this Agreement by the governing body of the TOWN, and after the execution thereof by the duly qualified and authorized officers of each of the parties hereto, shall file this Agreement with the Clerk of Broward County, Florida, as required by Florida Statutes.
- 13.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.** The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 13.7 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 13.8 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

**FIRE PROTECTION AND FIRE PREVENTION
SERVICES AGREEMENT**

For The Town of Lauderdale-By-The-Sea:

Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to:

Lauderdale-By-The-Sea Town Attorney
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Lauderdale-By-The-Sea Volunteer Fire Department:

President
Lauderdale-By-The-Sea Volunteer Fire Department
4513 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

- 13.11 Third Party Beneficiaries: Neither the TOWN nor the VFD intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 13.12 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 of this Agreement shall prevail and be given effect.
- 13.13 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 13.14 Conflicts: No officer or employee of the TOWN during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.
- 13.15 Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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**FIRE PROTECTION AND FIRE PREVENTION
SERVICES AGREEMENT**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

TOWN OF
LAUDERDALE-BY-THE-SEA

TEDRA ALLEN, TOWN CLERK

BY: _____
SCOT SASSER, MAYOR

APPROVED AS TO FORM



SUSAN L. TREVARTEN,
TOWN ATTORNEY

BY: _____
RALPH "BUD" BENTLEY,
TOWN MANAGER

BY: _____
LISA FUENTES,
FINANCE DIRECTOR

WITNESSES:

LAUDERDALE-BY-THE-SEA
VOLUNTEER FIRE DEPARTMENT, INC.

Signature

Please Print Name

Signature

Please Print Name

BY: _____
_____, President

ATTEST:

SECRETARY



Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley

Town Manager

COMMISSION MEETING DATE: , 2016
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ITEM CATEGORY: Consent

SUBJECT TITLE: Five Year Contract for Police Services with the Broward County Sheriff

EXPLANATION: Attached for the Commission's consideration is a proposed agreement (**Exhibit 1**) with the Broward County Sheriff (**BSO**) for them to provide Police Services beginning on October 1, 2016 and terminating on September 30, 2021. Upon mutual consent, the parties could renewal the agreement for five years. The proposed agreement (**Exhibit 1**) is the BSO standard agreement that has been modified slightly to add clarity in some sections.

The current agreement was approved in 2011 and terminates on September 30, 2016.

Purchasing Manual: Section IV.H.10 exempts from bidding "Contracts for grants, services, goods or shared services with other governmental entities or not-for-profit organizations provided that the prices being paid for such goods or services are reasonable and competitive with the marketplace"

BSO is a governmental entity and thus this contract is exempt from bidding.

RECOMMENDATION: We recommend the Commission approve the attached Police Services Agreement and authorize the appropriate Town Officials to execute the agreement.

Exhibits: 1. Police Services Agreement

Reviewed by Town Attorney:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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File: T:\0 Agenda\9-26-16 Commission\Admin\Police Services Agreement\9-26-16 AM Police Services Contract.docx

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [____] day of _____, 2016, is made by and between the Town of Lauderdale By The Sea, (hereinafter referred to as the "TOWN"), and the Broward Sheriff's Office (hereinafter referred to as "BSO or "SHERIFF")

WITNESSETH:

WHEREAS, the TOWN has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF
LAUDERDALE BY THE SEA AND THE BROWARD SHERIFF'S OFFICE**

IN WITNESS WHEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____

SCOTT J. ISRAEL, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____

RONALD M. GUNZBURGER, GENERAL COUNSEL

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF
LAUDERDALE BY THE SEA AND THE BROWARD SHERIFF'S OFFICE**

TOWN:

TOWN OF LAUDERDALE BY THE SEA

ATTEST:

TEDRA ALLEN
TOWN CLERK

By: _____
SCOT SASSER
MAYOR

Dated: _____

(SEAL)

By: _____
RALPH (BUD) BENTLEY
TOWN MANAGER

Dated: _____

APPROVED AS TO FORM:

SUSAN L. TREVARTHEN
TOWN ATTORNEY

By: _____
LISA FUENTES
FINANCE DIRECTOR

Dated: _____

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Lauderdale By The Sea
EFFECTIVE DATE:	October 1, 2016
FIRST YEAR:	October 1, 2016 – September 30, 2017
TERM:	October 1, 2016 – September 30, 2021
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
TOWN BOUNDARIES	Per Section 2.2 of the Town of Lauderdale By The Sea Charter
STAFFING STRUCTURE:	<div style="text-align: center;"> 1 District Police Chief/Captain 1 Executive Officer / Lieutenant 3 Deputy Sheriff Sergeants 19 Deputy Sheriffs(including one Motor Deputy) 1 Community Service Aide 2 Receptionists (part-time) 1 Administrative Specialist <hr style="width: 10%; margin: 10px auto;"/> 28 TOTAL PERSONNEL 26 Full Time 2 Part Time </div>
MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Chief shall provide the Town with a minimum of three (3) sworn personnel, consisting of two (2) uniformed deputies and one (1) supervisor, on duty at all times. BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

	such Deputies as needed to meet the law enforcement needs of the District during any shift.
SHIFT SCHEDULE	District patrol deputies are currently assigned a modified twelve hour shift. Some deputies with specialized assignments are assigned ten hour shifts. The length of shifts may be altered upon mutual agreement of the Sheriff and Town Manager.
CONSIDERATION: Fiscal Year 2016/2017 Consideration	FY 2016/2017 Total \$4,220,454 Payment of \$351,704.50 per month
POLICE SERVICES CENTER ADDRESS:	4513 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIAL DETAILS – TOWN SPONSORED EVENTS	Special Details for the Town sponsored July 4 th Parade and the Christmas By The Sea event will be provided at no additional cost to TOWN. Special Details for the 4 th of July Fireworks Show will be provided pursuant to the terms and conditions in Section 32.3 of Exhibit B to this Agreement.
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager 4501 Ocean Drive Lauderdale By The Sea, FL 33308

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

SPECIFIC TERMS:	<p>The TOWN will receive full service criminal and crime scene investigations. Additionally, the TOWN will receive the benefit of the following initiatives: Citizens Observer Patrol; Citizens Academy; Senior Citizen's Academy; Night Eyes Cards / Watch Cards for residences, businesses and vehicles.</p> <p>It is recognized by both parties that the TOWN, because of its coastal location, is subject to flooding and adverse conditions. BSO agrees to provide adequate vehicles in times of emergency to adequately address the law enforcement needs of the TOWN.</p> <p>BSO will ensure that the patrol force cooperates fully with the TOWN's Code Enforcement Department and parking Enforcement personnel, working mutually to address the TOWN's Ordinances.</p> <p>The District Chief and, at the request of the Town Manager, one (1) uniformed Deputy Sheriff shall be available to attend each regular and special Town Commission meeting at no additional cost to the TOWN. This uniformed Deputy Sheriff shall come from the staffing structure provided above.</p> <p>BSO will provide patrol and law enforcement services upon the public beach as necessary, utilizing the appropriate land, sea, or air vehicles as needed.</p> <p>BSO, as part of this Agreement, will provide law enforcement patrol of the waterways, including the ocean areas, within the TOWN, and enforce applicable laws and ordinances, as well as promote boater safety, on such waterways.</p>
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EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS****1. DEFINITIONS**

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. "Agreement" shall mean this Agreement for Police Services between the TOWN and BSO, including all exhibits.
- b. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. "TOWN" shall mean the municipal entity that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions (Exhibit "A").
- e. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as identified in the Special Terms and Conditions of this Agreement (Exhibit "A").
- f. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. "District" shall mean (a) the TOWN Boundaries, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the TOWN. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.
- j. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

- k. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- l. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the TOWN and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement (Exhibit "A").
- m. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. "Patrol Zone" shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. "Police Services Center" shall mean the premises owned by the TOWN in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- p. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- r. "Term" shall mean the length of this Agreement and any extensions thereto.
- s. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement (Exhibit "A") and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.

BSO and the TOWN shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the TOWN.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

b. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and Town Manager agree upon the modification.

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager. During such meetings, the Town Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the TOWN shall only be utilized for appropriate police services within the TOWN, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing.** BSO shall provide to the TOWN a minimum number of deputy sheriffs to patrol the TOWN per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled law enforcement personnel to provide police services to the TOWN.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

liability or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. Staffing Review and Modifications. As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

i. Transfers – BSO's Rights. BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. Transfers – TOWN Right. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the TOWN Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced within thirty (30) days of the transfer.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business, and residential composition, its Town Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, Town's Code of Ordinances and residential composition and its crime trends. Upon enactment, the TOWN shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The TOWN does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the TOWN which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the TOWN while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. **QUARTERLY GOALS AND OBJECTIVES**

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN occurring during the previous three (3) month period. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;
- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Code Compliance Initiatives;
- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the Town Manager.

Based upon the information presented by the District Chief to the Town Manager, the District Chief, in concert with BSO command, and the Town Manager shall review the law enforcement goals and objectives of the TOWN, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

BSO shall provide monthly reports to the Town Manager that include the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to TOWN in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the TOWN by the District Chief shall be mutually agreed upon by BSO and the Town Manager.

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION**

- a. For the period from the Effective Date through the end of the September 30, 2017, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions (Exhibit "A"), payable on the 1st of each month.
- b. The consideration payable by the TOWN for subsequent fiscal years shall be determined by adding the following:
 1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions, not to exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the TOWN under the Regional Interlocal Agreement with Broward County, , dated on or about September 25, 2013, shall not be subject to the annual cap.
 2. BSO's budgeted costs for workers compensation premiums and pension contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.
 3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items shall be supported with third party documentation.
- c. BSO shall submit a proposed budget to the TOWN on or before the preceding May 1st. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).

- d. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District when the snapshot is taken in the payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the Employee positions within the same job classification for the payroll period in February.
- e. The TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before August 15.
- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The TOWN and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the TOWN and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- h. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated on a quarterly basis during the fiscal year. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The TOWN's credit shall be calculated using the average budgeted cost of District Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the Town Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the TOWN's November payment.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- i. BSO shall have the right to temporarily fill any vacancy within the TOWN, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime trends. The TOWN shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing and if BSO receives a salary savings.
- j. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- k. In the event BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), BSO shall post the Eligible Agreement on BSO's website within 10 business days of execution thereof. If the TOWN reasonably determines that the Eligible Agreement overall includes material consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the TOWN shall be entitled to the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the TOWN and all other municipalities, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. VEHICLE MARKINGS

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the TOWN in three (3) to six (6) inch lettering in accordance with the BSO standard vehicle markings.

8. FACILITIES

The TOWN shall provide BSO with a Police Services Center.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

The Police Services Center and any other facilities owned by the TOWN and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The TOWN shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the TOWN's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the TOWN. TOWN agrees to keep the Facilities in good structural repair. TOWN shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. TOWN further agrees to maintain in good repair the parking area and all common areas. TOWN shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. TOWN shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

TOWN shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center, however, BSO shall take reasonable measures to limit such costs.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the Town, unless otherwise mutually agreed upon by BSO and the Town Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The TOWN and BSO shall not permit the Facilities or any vehicles provided by the TOWN to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

TOWN shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS****9. DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the TOWN, maintain at least the rank of Captain, and shall provide direct supervision of activities at the TOWN's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the TOWN, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the TOWN's District Chief.

The TOWN currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the Town Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the TOWN. BSO shall provide the TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the Town Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the TOWN Manager has selected an individual to serve as the District Chief. The TOWN shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager may remove the District Chief at any time, without cause. If the Town Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the TOWN at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the TOWN;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency; or
- g. The District Chief's failure to meet documented BSO performance standards and requirements.

Additionally, BSO may remove the District Chief if, prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the TOWN Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the TOWN for any reason not specified above shall require the prior approval of the Town Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. The TOWN and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the TOWN through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the TOWN and BSO.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- d. BSO agrees that any currency seized within the TOWN, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the TOWN and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the TOWN, upon approval of the TOWN as follows:
1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN for the use of such Funds, within the boundaries of the TOWN, if such application is in compliance with Florida Statutes.
 2. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the Town Manager.
 3. If the request and accompanied written certification are acceptable to the Town Manager, the Town Manager may place the request and written certification on the agenda for the Town Commission's consideration.
 4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the TOWN. The TOWN shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.
- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the TOWN through active participation of the District personnel and subsequently forfeited solely to the TOWN under Chapter 932, Florida Statutes, shall be in the sole discretion of the TOWN.
1. If the TOWN decides to use personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, the TOWN shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the TOWN for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the TOWN shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the TOWN on or before September 30th of each fiscal year;

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN to use such personal property either within or outside the TOWN, and if approved by the TOWN, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the TOWN's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the TOWN, such property shall be turned over to the TOWN.
 6. If the TOWN decides to dispose of personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the TOWN's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the TOWN for use by BSO outside of the Town boundaries, BSO will promptly notify the Town Manager of such use.
- f. BSO agrees to notify the TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The TOWN shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the TOWN. The parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the TOWN.
1. If the TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the TOWN's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d), above.
 2. If the TOWN decides to use such real property, the TOWN shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h),

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the TOWN, BSO's legal staff shall first consult with TOWN's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the TOWN from mortgages, liens or other encumbrances on the real property. TOWN shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

- i. BSO shall invoice the TOWN for all actual costs incurred by BSO in the forfeiture action, and the TOWN shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the TOWN to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the TOWN.
- g. In the event that real or personal property is seized within the TOWN through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the TOWN's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The TOWN's share of proceeds from the sale of such property shall be deposited into the TOWN's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.
- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of the District personnel and subsequently forfeited shall be paid by the TOWN or reimbursed to BSO, in the following priority:
 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- i. BSO shall, on a quarterly basis, supply the TOWN with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- j. TOWN shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to TOWN in a timely manner for such purpose. BSO shall also provide technical assistance to TOWN staff if requested with regard to the reporting procedure.
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. TOWING

It is recognized that the TOWN may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the TOWN enters into a towing agreement with a local vendor, BSO shall honor the TOWN's agreement for tows occurring within the municipal boundaries of the TOWN; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the TOWN or in need of towing within the TOWN are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the TOWN's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN. On an annual basis, BSO shall provide the TOWN with a credit equal to the amount of total revenues received by BSO from towing services provided within the TOWN.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS****12. INSURANCE**

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"). BSO may provide the insurance required in this Section through a self insurance program.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

13. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
 1. Terminate this Agreement pursuant to Section 14 herein;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. **TERMINATION**

- a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"), violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. In the event of termination or expiration of this Agreement, BSO and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a TOWN police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the TOWN is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until TOWN is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.
- d. Equipment and Vehicles. Upon the expiration or termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN all of the items of personal property listed on the attached Exhibit C or a like kind replacement, which must be of a similar quality and design as the property listed on Exhibit C, except for any personal property listed that is obsolete or no longer serves a useful purpose in providing law enforcement services to the TOWN. Any disagreement between the TOWN and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

In addition to the personal property listed on Exhibit C, upon termination or expiration of this Agreement, BSO shall transfer ownership to the TOWN of ten (10) patrol vehicles, one of which will be a Sports Utility Vehicle, with each vehicle equipped with all equipment necessary to render the vehicle suitable for service as patrol vehicle under BSO's policies (sirens, etc) and each vehicle shall be of average age and mileage as compared to BSO's active fleet of patrol vehicles at the time of termination or expiration of this Agreement. The TOWN shall have the right to inspect and approve the vehicles to be transferred to the TOWN and such approval shall not be unreasonably withheld.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS****15. INDEMNIFICATION**

15.1 The TOWN and the SHERIFF shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

15.2 To the extent permitted by law, the TOWN shall indemnify, defend, and hold the SHERIFF, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants and the TOWN shall indemnify the SHERIFF, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15.3 To the extent permitted by law, the SHERIFF shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the SHERIFF, its employees, agents, servants and to that extent the SHERIFF shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the SHERIFF, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The SHERIFF shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. CONTRACTOR RELATIONSHIP

TOWN hereby retains BSO as an independent contractor to provide Police Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS****17. NO PARTNERSHIP**

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. REPRESENTATIONS AND WARRANTIES OF TOWN

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b) or Section 6(k). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

20. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

21. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

22. **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

23. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

24. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN:

See Special Terms and Conditions (Exhibit "A")

BSO:

Sheriff Scott J. Israel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the TOWN in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

32.1. DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

- a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the TOWN twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the Town Manager. In order to address the ever-changing law enforcement needs

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

of the TOWN, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the TOWN:

1. BSO shall provide public education programs;
2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, TOWN Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement;
6. Traffic enforcement, local narcotics and property crimes investigations to the extent permissible with the existing staffing structure, as determined in the sole discretion of the District Chief.
7. Present documentation, evidence and testimony at legal proceedings regarding code violations in which BSO employees were witnesses or the citing officer, nuisance abatement cases, and local ordinance violations where BSO employees were witnesses or the citing officer.

32.2 INDIRECT SERVICES:

The TOWN indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

- b) Budget;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Grants Management;
- o) Human Resources;
- p) Institute for Criminal Justice Studies;
- q) Office of the General Counsel;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and
- x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The costs of indirect services are allocated to this Agreement.

32.3 SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for TOWN-

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.

2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the TOWN will be charged at BSO's special detail rates at the time of the event.

Any and all special details requested by the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO's Special Details Unit.

District Employees shall be offered first choice to work the special details requested by the TOWN for a TOWN-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

32.4 COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the TOWN by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the TOWN has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;

EXHIBIT B**POLICE SERVICES GENERAL CONDITIONS**

- i) Drug enforcement and money laundering;
- j) Strategic intelligence functions;
- k) Mounted patrol;
- l) Law enforcement technical support services;
- m) Street crimes enforcement;
- n) Full-service crime lab;
- o) Helicopter patrol and air rescue services;
- p) Prisoner and jail services for municipal ordinance violators;
- q) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- r) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued, unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

If Broward County does not fully fund the E-911 services and equipment used for dispatch, confirmations, teletype, locates and other queries conducted by BSO for TOWN, then TOWN shall timely pay BSO all costs associated with the personnel and equipment for such E-911 services rendered by BSO to the extent not funded by Broward County, in addition to the other fees and costs mentioned in this Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the shortfall in BSO funding.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

32.5 ADDITIONAL SERVICES:

Upon the request of the Town Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.



Agenda Memorandum

Office of the Town Manager

Tony Bryan

Assistant Town Manager

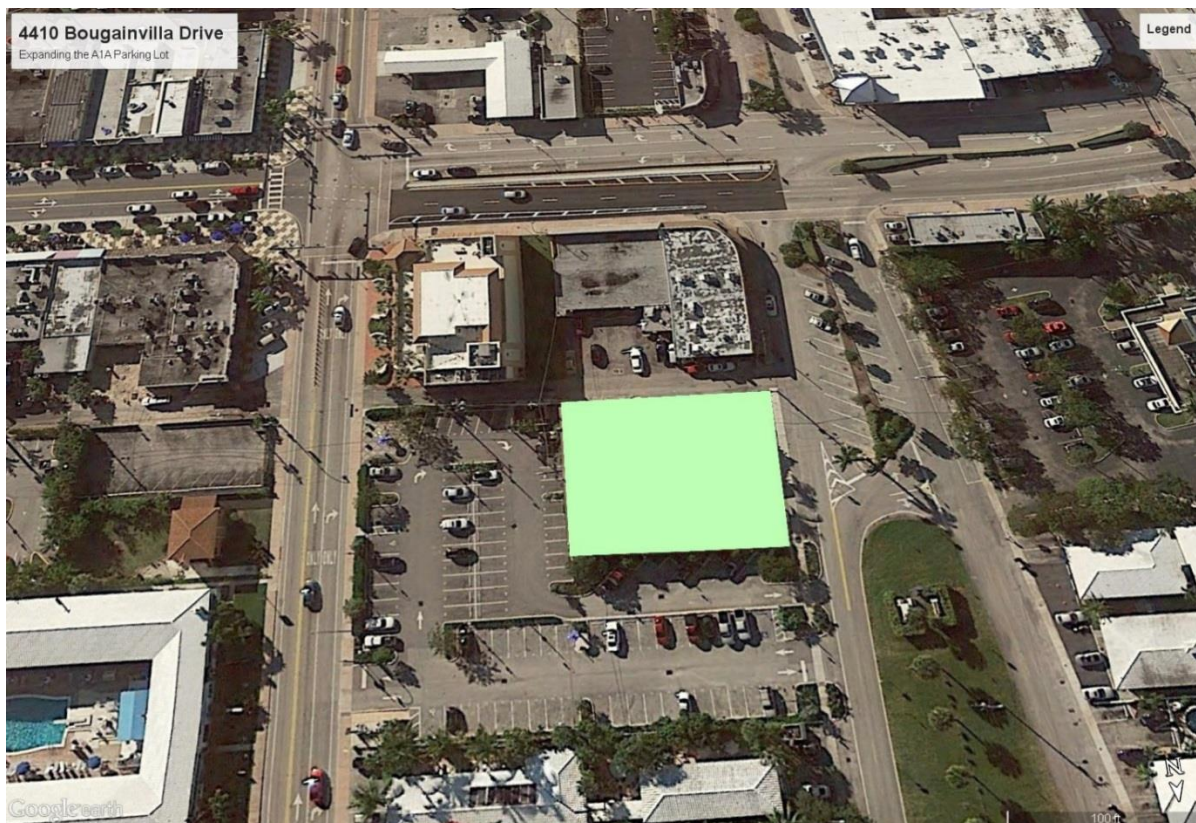
COMMISSION MEETING DATE: September 26, 2016

Agenda Type: New Business

SUBJECT TITLE: Public Hearing on the Acquisition of 4410 Bougainvilla Drive to Expand the A1A Parking Lot

BACKGROUND: The Majestica Apartments, a 14 unit rental property, is located at 4410 Bougainvilla Drive. The Town's A1A Parking Lot abuts the property on the north and the east.

Acquiring the 4410 Bougainvilla property will increase the area of the A1A Parking Lot by 33% percent.



September 26, 2016 Commission Meeting



We note that the Town Commission considered purchasing the property at its meeting of December 8, 2015.

At the August 11, 2016 meeting, the Commission authorized staff to again negotiate a purchase and sales agreement for the 4410 Bougainvilla property and scheduled a public hearing on the proposed purchase for September 26, 2016.

Appraisals and Negotiated Price

We secured two new appraisals as required by the Purchasing Manual and Florida State law. The appraisal information and the negotiated purchase price are shown in Table 1. The asking price has decreased \$50,000 from last year and the appraisals have increased.

Table 1 – Property Information

Property Information			Purchase Price over Appraisal	
1.	Purchase Price	\$2,700,000		
2.	High Appraisal	\$2,655,000	1.7%	\$45,000
3.	Average	\$2,547,000	6%	\$152,000
4.	Low Appraisal	\$2,440,000	10.7%	\$260,000

Since the purchase sales price is above the average of the two appraisals, at least 4 votes are required to purchase the property.

We have an executed the attached Purchase and Sales Agreement (**Exhibit 1**) for \$2,700,000 that is contingent on Commission approval.

The proposed purchase is structured differently than last year to address the problem of having the property vacant at closing with the Town having the option to cancel the purchase the day before closing. To address this issue, the attached Purchase and Sales Agreement provides:

1. Termination Date on or before November 18, 2016.

This is our due diligence period. The Town can cancel the purchase for any reason until Friday, November 18th after which the Town is committed to close if the rest of the Agreement Terms are met.

2. Closing on or before August 1, 2017

The 14 unit property has six month-to-month tenants and eight tenants with annual leases. The two longest leases end in July 2017, hence the Closing Date of not later than August 1, 2017.

September 26, 2016 Commission Meeting



3. The Earnest Money was increased to \$25,000.
4. The sales price was reduced \$25,000 (on Thursday, September 22, 2016).

At the August 8th meeting the Commission had questions such as:

1. What are the economics of the purchase;
2. How many parking spaces can be constructed on the parcel;
3. How could the parcel be integrated into the rest of the parking lot; and,
4. Can the parcel be used for valet parking?

The answers to these and other questions plus related data are in the attached “Frequently Asked Questions” (**Exhibit 2**) and below.

Use of the Property

The Commission asked for information on how this parcel could be developed and integrated into the A1A Parking Lot. As Commission Oldaker mentioned at the August 11th meeting, he was interested in staff taking a larger view of the parking and renovation of the immediate area of the property. His input has been very helpful in the preparation of the attached concepts.

The Town Engineer prepared the attached two concepts (**Exhibit 3**) that show an integrated parking lot and expanded parking on Poinciana Street and Bougainvillea Drive. We will note the differences between the concepts at the meeting. The limiting factor is the requirements for the turning movement from west bound Commercial to north bound to Bougainvillea. If the Commission likes these concepts, the Town Engineer will work with the Florida Department of Transportation (**FDOT**) on a buildable plan.

One of the central questions about this purchase has been if it has a larger benefit than just the additional parking spaces. We believe it does for the following reasons:

1. **Public Valet.** We have discussed the next step in improving our parking services is to offer public valet. The constraint has been a location to park those cars without reducing the current number of public spaces. This property gives us the opportunity in the short term to start offering valet service.

After removing the building, we could make minimum improvements to the parcel so it could be used as a valet lot. The improvements we make would fit in with the future goal of integrating this parcel with the rest of the parking lot.

Valet has two primary advantages; the first is to provide a new service for those that don’t want to look for a parking space and, second, a valet lot holds more cars than a self-park lot.

**September 26, 2016
Commission Meeting**



2. **Integrated Parking Lot.** A determining factor in the success of a parking lot is location and how comfortable the public is with using the lot. The current lot has access, circulation and visibility issues. The A1A Lot has grown in popularity over the years as people have become more familiar with it. The integration of the Wings parking lot helped with visibility from Ocean Drive.

Each of the concepts (**Exhibit 3**) uses the same configuration for the integrated parking lot.

	Parking Spaces		
Concept	Existing	Possible	Increase
3.1 (X1)	128	168	40
3.2 (X2)	128	177	49

- a. The new reconfigured A1A Parking Lot would have a total of about 125 spaces, a net increase of 30 spaces.
 - b. In both concept plans, the south exit to Bougainvillea is eliminated, which improves traffic circulation in the lot and reduces conflicts on Bougainvillea Drive.
 - c. Visibility to/from Commercial Boulevard is significantly enhanced.
3. **A West Commercial Connection.** Currently the A1A Parking Lot is used predominantly by people going to the Oceanfront Center. The concept plans provides about 9 to 20 additional parking spaces on Poinciana and Bougainvillea and a wider sidewalk on Bougainvillea that can accommodate a sidewalk café.

This will achieve a real visual and physical link between the A1A Parking Lot and west Commercial Boulevard, thereby promoting the A1A Parking Lot to users of the west Commercial businesses.

4. **Strategic Parking Plan.** Recommendation 5 of the Strategic Parking Plan (page 1) adopted by the Commission on April 14, 2015 states:

The Town should continue to explore additional opportunities to acquire/lease property to develop surface parking lots and/or add spaces. Adding 100 new spaces over the next two to three years would provide enough parking to accommodate the majority of the peak parking conditions.

This recommendation is very important to the business community and sets a specific number to the Town's commitment when we removed street parking constructing the Commercial Boulevard Streetscape Improvements.

September 26, 2016 Commission Meeting



In September 2015, we were extremely fortunate to finalize a lease agreement with the property owner of the South Ocean Parking Lot. We recently finished the construction of that 52 space lot. Our lease arrangement with the owner provides for a split of revenue and our only capital expense was paving the lot.

The acquisition of 4410 Bougainvillea and the development of about 49 new parking spaces on site and the adjacent streets will achieve the Commission's goal of adding 100 new parking spaces within three years.

Public Hearing

Tonight's public hearing was advertised in the Sun-Sentinel and on the front page of the Town's website.

The appraisals and the Purchase and Sale Agreements have been available in the Town's Clerk's office for public inspection.

The decision to purchase the property requires at least four affirmative votes.

EXHIBITS:

1. Purchase and Sales Agreement
2. Frequently Asked Questions
3. Parking Concepts

Reviewed by Town Attorney:

<input checked="checked" type="checkbox"/>	Yes	<input type="checkbox"/>
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File: T:\0 Agenda\9-26-16 Commission\Parking\9-26-16 AM 4410 Bougainvillea Public Hearing on Purchase.docx

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of September 2016 between **4750 LLC**, a Florida limited liability company (hereinafter referred to as “**Seller**”) and the **Town of Lauderdale-By-The-Sea**, a Florida municipal corporation, Florida (hereinafter referred to as “**Purchaser**”).

WHEREAS, Seller is the owner of certain improved real property located at 4410 Bougainvilla Drive containing approximately 12,502 square feet located in the Town of Lauderdale-By-The-Sea, Broward County, Florida, and more specifically described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Property (hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Affiliate. A Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Person in question. For purposes of this definition, the term “control” means the ownership of 50% or more of the beneficial interest or the voting power of the controlled Person.

1.2 Business Day. Monday through Friday excluding bank holidays on which national banking associations are authorized to be closed.

1.3 Closing. The Closing and consummation of the purchase and sale of the Property as contemplated by this Agreement.

1.4 Closing Date (or Date of Closing). The date upon which Closing occurs.

1.5 Condemnation Proceeding. Any proceeding or threatened proceeding condemnation, eminent domain or written request in lieu thereof.

1.6 Deed. The statutory warranty deed of conveyance of the Land from Seller to Purchaser.

1.7 Earnest Money. The funds to be paid by Purchaser to Escrow Agent pursuant to Section 3 hereof, plus any interest earned thereon.

1.8 Effective Date. The date when the last one of Seller or Purchaser has signed and initialed all changes to this Agreement.

1.9 Environmental Report. The environmental assessment audit to be conducted by Purchaser's environmental engineer, at Purchaser's expense, with respect to the Property, certified and delivered to Purchaser.

1.10 Environmental Requirement. All laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent of or by any federal, state or local governmental authority and relating to or addressing the protection of the environment or human health.

1.11 Escrow Agent. Weiss Serota Helfman Cole & Bierman, P.L.

1.12 Evidence of Authority. Evidence of authority for the execution and performance of this Agreement by Seller including, without limitation, necessary resolutions, authorizations and consents.

1.13 Governmental Authority. Any federal, state, county, municipal or other entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.14 Hazardous Substances. Any material or substance that, whether by its nature or use, is now or hereafter defined as hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is regulated under any Environmental Requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product.

1.15 Improvements. All structures, fixtures, including, without limitation, all utility systems and drainage facilities, if any, and other improvements and facilities located on the Land.

1.16 Intangible Property. All intangible property owned by Seller and used in connection with or relating to the ownership, use, development, operation, management, occupancy or maintenance of the Land including, but not limited to, the Permits and all public and private contract rights and development or usage rights of Seller with respect to the Land.

1.17 Land. The real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and appurtenant easements thereto, together with all of Seller's right, title and interest in and to all easements, rights of way, strips and gores of land, tenements, hereditaments and appurtenances, reversions, remainders, privileges, licenses and other rights and benefits belonging to, running with or in any way relating thereto; together with all right, title and interest of Seller (if any) in and to any land lying in the bed of any street, road or highway, open or proposed, in front of, abutting or adjoining the Land.

1.18 Legal Requirement. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities and quasi-governmental authorities, officials, agencies, and officers, ordinary or extraordinary, which now may be applicable to the Property

or any use, operation or condition thereof.

1.19 Monetary Lien. Any mortgage, deed of trust, security deed, lien, monetary judgment, security interest, past due tax or assessment or other similar encumbrance of a monetary nature against the Property or any portion of the Property.

1.20 Owner's Title Policy. An Owner's marketability policy of title insurance on the most current ALTA Form for the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, and containing such additional endorsements permitted under Florida title insurance regulations as reasonably requested by Purchaser.

1.21 Permits. All consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any Governmental Authority or quasi-governmental authority issued or granted with respect to the Property now or prior to Closing.

1.22 Permitted Exceptions. Those matters identified or referred to in Section 5.5 and such other title exceptions as may hereafter be approved in writing (or deemed to have been approved by Purchaser) subject to and in accordance with the terms and provisions of Section 5 herein.

1.23 Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.24 Property. The following property:

1.24.1 The Land;

1.24.2 The Improvements; and

1.24.3 The Intangible Property and all interests of Seller therein.

1.25 Purchaser's Attorney. Eduardo M. Soto, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.,
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134.
Telephone: (305) 854-0800
Fax: (305) 854-2323.

1.26 Real Property. The Land and the Improvements.

1.27 Seller's Attorney. Alexzander Gonano, Esq.
1600 S. Federal Hwy., Ste. 200
Ft. Pierce, FL 34950
Telephone: 772-464-1032
Email: agonano@gh-law.com

1.28 Seller's Records. All books, records and documents maintained by Seller or compiled by or at the request of Seller and in the possession or control of Seller specifically relating to the ownership, use, development, operation, management, occupancy or maintenance of the Property.

1.29 Submission Documents. The diligence items to be delivered to Purchaser pursuant to Section 9 hereof.

1.30 Survey. An updated survey of the Property satisfactory in all respects to Purchaser prepared by a licensed surveyor in the State of Florida, certified as meeting the minimum standards for survey in the State of Florida. The Survey shall (i) show the square footage and acreage of the Land, (ii) show the location of all the improvements, utility and other lines and easements, either visible or recorded, and the recording references of all the recorded easements shown on the Title Commitment, (iii) show the elevation and flood zone information, and (iv) contain such other items as may be reasonably required by Purchaser.

1.31 Termination Date. November 18, 2016

1.32 Title Commitment. The commitment for title insurance to be obtained by Purchaser pursuant to Section 5 below.

1.33 Title Company. Fidelity National Title Insurance Company.

1.34 U.C.C. Report. A report detailing the results of a search of all records in which a security interest, lien or encumbrance affecting any portion of the Property may be located.

SECTION 2: PURCHASE AND SALE

Purchaser shall purchase the Property from Seller, and Seller shall sell, convey, transfer and assign the Property to Purchaser, subject to and in accordance with the terms and conditions of this Agreement.

SECTION 3: EARNEST MONEY

Within five Business Days after the Effective Date, Purchaser shall deposit in escrow with the Escrow Agent \$25,000.00 as Earnest Money, to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

SECTION 4: PURCHASE PRICE

The purchase price for the Property shall be two million, seven hundred thousand and No/100 Dollars (\$2,700,000.00) (herein referred to as the "Purchase Price"). The entire Purchase Price, less the amount of the Earnest Money and subject to adjustments and pro-rations as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

SECTION 5: TITLE/SURVEY

Title to the Property shall be good and marketable and insurable fee simple title in an amount of the Purchase Price at no more than the Title Company's ordinary or promulgated rates for the Owner's Title Policy. Seller shall deliver such affidavits and agreements as may be reasonably required by the Title Company in order to issue the Owner's Title Policy in accordance with this Agreement.

5.1 Examination of Title. Within five (5) Business Days of the Effective Date, Seller shall deliver to Purchaser's Attorney copies of Seller's existing title insurance policy covering the Property and all other title documents in Seller's possession and/or control. Purchaser shall obtain, at Purchaser's expense, an ALTA marketability title insurance commitment (the "Title Commitment") issued by the Title Company covering the Land pursuant to which the Title Company agrees to issue the Owner's Title Policy to Purchaser. The cost of the Title Commitment and the Owner's Title Policy shall be paid by Purchaser.

5.2 Survey. Within five (5) Business Days of the Effective Date, Seller shall provide Purchaser with a copy of any existing survey of the Property in Seller's possession and/or control. At Purchaser's option, Purchaser may obtain a Survey. The cost of the Survey shall be paid by Purchaser.

5.3 U.C.C. Report. Seller shall cause to be delivered to Purchaser copies of the U.C.C. Report, within fifteen (15) days of the Effective Date.

5.4 Permitted Exceptions. The sale of the Property shall be subject to the following:

5.4.1. The lien of all ad valorem real estate taxes for the fiscal year in which Closing occurs, subject to proration as herein provided; and

5.4.2. Any items shown on the Title Commitment and approved by Purchaser in accordance with Section 5.5 below.

The above items described in this Section 5.4 are herein collectively referred to as the "Permitted Exceptions".

5.5 Objections to Title/Survey. Purchaser shall be entitled to object, in its reasonable discretion, to any exceptions which affect marketability of title and which are disclosed in the Title Commitment and/or matters shown on the Survey until the Termination Date, by written notice to Seller. In the event that Purchaser shall so object to the Title Commitment and/or the Survey, Seller shall have fifteen (15) Business Days after receipt of such notice to cure Purchaser's objections to Purchaser's satisfaction. In the event Seller is unwilling or unable to so cure such objections, Purchaser may (i) waive such objections, (ii) give Seller additional time in writing to cure such objections (in which event, the Closing shall be delayed for an equivalent period of time) or (iii) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations hereunder, except obligations that expressly survive the termination of this Agreement.

5.6 Cure of Monetary Liens. Notwithstanding Section 5.5 above, if the Title

Commitment reveals the existence of a Monetary Lien, then Seller shall pay any amount due in satisfaction of each such Monetary Lien, as to the Property (or, subject to Purchaser's reasonable approval, otherwise cause the same to be removed as an exception in the Title Commitment) which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing. If one or more Monetary Liens have not been satisfied before the Closing Date, then Purchaser and Escrow Agent are hereby authorized to satisfy such Monetary Liens from the proceeds of the Purchase Price at Closing.

5.7 Purchaser's Right to Terminate. If any title matter other than a matter disclosed in the Title Commitment or the Survey arises or becomes known to Purchaser subsequent to the date of the Title Commitment (a "New Title Matter") and such New Title Matter (a) is a Monetary Lien or (b) was created or consented to by Seller, then Seller shall cure the New Title Matter, at Seller's expense, on or before Closing. If the New Title Matter is not a Monetary Lien or was not created or consented to by Seller, then Seller shall have until the earlier of (i) five (5) Business Days of Seller's receipt of written notice thereof or (ii) the Closing Date, within which to cure the same, and if such New Title Matter is not cured within such period, then Purchaser may, at its sole option, exercised by written notice to Seller within five (5) Business Days following the expiration of the five (5) Business Day cure period, either (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) elect to close subject to such New Title Matter. In the event of termination, neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

5.8 Extension of Closing Date. The Closing Date shall be automatically extended to allow all time periods specified in this Section 5 to expire.

SECTION 6: SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser and covenants and agrees with Purchaser, on and as of the date hereof, to be certified to Purchaser on or as of the Closing, as follows:

6.1 Title. Seller is the fee simple owner of the Land and Improvements free and clear of all encumbrances except for the Permitted Exceptions (without modification arising with regard to Purchaser's rejection or disapproval of any of the items pursuant to this Agreement).

6.2 Organization, Power and Authority. Seller is a Florida limited liability company, duly qualified to do business in the State in which the Property is located and has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder. The execution, delivery and performance of this Agreement by Seller (i) has been duly and validly authorized by all necessary action on the part of Seller, and (ii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

6.3 No Conflict with Laws. The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality.

6.4 No Bankruptcy. Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors rights to the extent that such laws may be applicable to Seller or the Property.

6.5 No Litigation. Seller is not a party to or affected by any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon the Property or upon the ability of Seller to fulfill its obligations under this Agreement. There are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or threatened against or adversely affecting the Property or any portion thereof or any interest therein.

6.6 No Notices of Deficiency. Seller has not received any notice nor does Seller have any actual knowledge that the holder of any mortgage or deed of trust encumbering any of the Property, or any portion thereof or interest therein, claims, or intends to claim, any defect or deficiency in the Property

6.7 Permits. All Permits and approvals required for the lawful operation, use and development of the Property have been issued and paid for and are in full force and effect.

6.8 Legal Requirements. The Real Property is in compliance with the zoning, subdivision or building codes and all other Legal Requirements.

6.9 Compliance. None of the Property is in violation of any Legal Requirements.

6.10 No Violations. There are no presently outstanding and uncured notices of any violations of any Legal Requirements, and to Seller's actual knowledge, no Person capable of issuing such notice of violation has threatened to issue a notice of violations.

6.11 Tax Parcels. If the Land consists of more than one parcel assessed as a separate tax lot or tax parcel, each of the parcels constituting the Land has been validly, finally and unappealably subdivided from all other property for conveyance purposes. There are no pending contests or appeals with respect to (i) the assessed value of the Property for ad valorem taxation purposes or (ii) the amount of any ad valorem taxes levied against or paid with respect to the Property.

6.12 Utilities. All public utilities (including, without limitation, sanitary sewer, storm sewer, electricity, gas, water and telephone) which have been installed in connection with the Property or any part thereof, if any, are installed and operating and have been accepted by such utility company or governmental authority. All installation and connection fees, "tie-in" charges, impact fees, tap-on, permit and other fees with respect to the utilities or facilities now serving the Property, including, but not limited, to water, sewer, electric, telephone and gas, have been fully paid, except for monthly utility service bills which will be paid prior to delinquency. Seller has not received any complaint or claim with respect to storm water flow from any owner of adjacent property or otherwise. All such public utilities either enter the Land through adjoining public streets or, if they pass through adjoining private land, do so in accordance with valid and recorded public easements or private easements which inure to the benefit of Purchaser.

6.13 Condemnation. To Seller's actual knowledge, there are no proceedings pending or threatened against or affecting the Property or any portion thereof or interest therein in the nature of or in lieu of condemnation or eminent domain proceeding.

6.14 Assessments. Seller has no actual knowledge and Seller has not received written notice of any assessments by a public body, whether municipal, county or state imposed, contemplated or confirmed and ratified against any of the Property for public or private improvements which are now or hereafter payable.

6.15 Contractors. All contractors, subcontractors, architects, materialmen, laborers, suppliers and other parties who have performed or furnished work, labor, materials, equipment or supplies or have labored on the Property to make improvements thereon or otherwise to improve the Property are paid in full, and there are no unpaid claims related to work that has been completed or is in progress.

6.16 No Hazardous Substances on Property. Seller has not caused Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in, or under the Property in a manner which violates any Legal Requirements regulating such substances and, to the best of Seller's actual knowledge, no other Person has caused Hazardous Substances to be discharged, disbursed, stored, treated, generated or allowed to escape on, in or under the Property. No asbestos or asbestos containing materials have been installed, used, incorporated into, or disposed of on the Property by Seller, or, to the best of Seller's actual knowledge, by any other Person. No PCBs have been located on or in the Property, whether in electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or otherwise, by Seller or, to the best of Seller's actual knowledge, by any other Person. No underground storage tanks are currently located on, at or under the Property. To best of Seller's actual knowledge, no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Property. The Property has not previously been used as a landfill, a cemetery, or a dump for garbage or refuse by Seller or any of its Affiliates or, to the best of Seller's actual knowledge, by any other Person. Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its commission members, administrative officials, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to the presence of any Hazardous Substances or underground storage tanks at, on or under the Property prior to the Closing Date and for any violation or breach of the foregoing representation and warranty thereafter. The indemnities contained in this subsection 6.18 shall survive the Closing hereunder and any termination of this Agreement.

6.17 No Rights to Purchase. Except for this Agreement, Seller has not entered into, and has no actual knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property which is currently in effect.

6.18 No Latent Defects. To Seller's actual knowledge, the Property has no hidden or latent defects.

6.19 Parties in Possession. Other than Seller and current tenants occupying their respective units under month to month leases, there are no parties in possession of any portion of the Land as lessees, tenants at sufferance or trespassers.

6.20 Entrances and Exits. All current curb cuts, entrances and exits to the Real Property are lawful and permitted.

6.21 Access. There is permanent vehicular and pedestrian egress from and egress to the Land over public roads that about the Land.

6.22 No Commitments to Dedicate Property. No commitments or agreements have been or will be made to any governmental authority, utility company, school board, church or other religious body, any homeowners or homeowners' association, or any other organization, group or individual, relating to the Land which would impose an obligation upon Purchaser to make any contributions or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off the Land, or otherwise impose liability on Purchaser.

6.23 Adverse Conditions. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Land which has not been specifically disclosed in writing to Purchaser, including, without limitation, adverse soil conditions.

6.24 Unrecorded Agreements Restricting Use of the Property. Seller has not, nor to Seller's actual knowledge has any predecessor in title, executed or caused to be executed any document with or for the benefit of any Governmental Authority restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Land is located or has not been specifically disclosed in writing to Purchaser.

6.25 Submission Documents. All Submission Documents delivered or made available, or to be delivered or made available to Purchaser pursuant to this Agreement, are or upon submission will be complete, accurate, true and correct in all material respects.

6.26 Wrongful Act. Seller has not undertaken any knowingly wrongful action and shall indemnify, defend and hold harmless Purchaser from and against any action or claim of third parties arising out of Seller's actions.

6.27 Disclosure. No statement, warranty or representations, including Seller's disclosure of beneficial interests as required by Fl. St. 286.23, contains an untrue statement of material fact or omits to state a material fact necessary in order to make the statements made in light of the circumstances under which such statements are made not misleading.

6.28 Survival. The foregoing representations, warranties, covenants and agreements of Seller in this Section 6 shall survive the Closing or termination of this Agreement.

6.29 Actual Knowledge. As used in this Agreement or in any Exhibit attached hereto, any reference to actual knowledge shall with respect to Seller, mean the actual knowledge of Seller's President Stephane Maltais, but shall not include implied, imputed or constructive

knowledge as to anything contained in this section herein.

SECTION 7: PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that the following facts and conditions exist and are true as of the date hereof and shall exist and be true as of the date of the Closing.

7.1 Municipal Corporation. Purchaser is a validly formed municipal corporation in good standing organized and existing under the laws of the State of Florida and has all requisite power and authority to purchase the Land and to enter into and perform its obligations hereunder.

7.2 Survival. The representations, warranties, covenants and agreements of Purchaser in this Agreement shall survive the Closing or termination of this Agreement.

SECTION 8: SELLER'S COVENANTS

From and after the date hereof, through and including the Closing Date, Seller agrees as follows (each of which covenants is a condition to Purchaser's obligations to close under this Agreement and must be satisfied by Seller or waived by Purchaser in writing prior to Closing):

8.1 Inspection of Property. Seller will allow Purchaser and its agents and contractors to enter upon the Property for any purpose in connection with Purchaser's proposed purchase, use and operation of the Property and subject to restrictions contained in Section nine (9) herein.

8.2 Management Prior to Closing. Between the date of this Agreement and the Closing Date, (a) Seller shall maintain the Property, committing or permitting no waste thereto, such that at the time of the Closing, the Property shall be in substantially the same physical condition as on the date of Seller's execution of this Agreement. Seller shall not modify any contracts or enter into any new lease or other agreement affecting the Property or any portion thereof or the use thereof, without the prior written consent of the Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion. Further, Seller shall terminate all existing leases and tenancies with respect to the Property and deliver the Property free and clear of any leasehold interests, claims for security deposits, or other interests in the Property as of the Closing Date.

8.3 Notices. Seller shall, promptly upon Seller's obtaining knowledge thereof, provide Purchaser with a written notice of any event that has an adverse effect on the physical condition of the Property.

8.4 Notices of Violation. Promptly after Seller obtains actual knowledge or upon receipt of written notice thereof, Seller has provided or shall provide Purchaser with written notice of any violation of any Legal Requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement or any other correspondence or notice received by Seller which has or has the potential to have an adverse effect on the Property.

8.5 Notification of Change of Circumstances. Seller shall provide Purchaser with written notice of any transaction or occurrence prior to Closing which could make any of the warranties, representations, covenants and agreements of Seller under this Agreement not true with the same force and effect, as if made on or as of the date hereof.

8.6 Seller's Cooperation. If requested by Purchaser, Seller will promptly execute all petitions, applications, easements, plats, site plans, waivers of plats, and other documents which Purchaser may reasonably request and otherwise reasonably cooperate with Purchaser in connection with Purchaser, at Purchase's expense, obtaining or granting any permit, plat, waiver of plat, site plan approval, easement, right-of-way dedication, rezoning, right-of-way deed, variance or other administrative authorization required for Purchaser's proposed development of the Real Property.

8.7 Survival. Any claim for breach of the covenants contained in this Section 8 shall survive the Closing.

SECTION 9: PURCHASER'S DUE DILIGENCE AND INSPECTION OF PROPERTY

9.1 Documents to be Delivered by Seller. Within fifteen (15) days of the Effective Date, Seller shall provide to Purchaser copies of all documents, records, reports, studies, data and information relating to the Property in Seller's control or possession, including, without limitation, any existing tests, surveys, title policies, notice of lease terminations, licenses, permits, engineering and/or environmental analyses, soil test borings, Seller's Records, Permits and tax bills (the "Submission Documents").

9.2 Inspection of Property. Purchaser or its appointed agents or independent contractors shall have, at all reasonable times prior to the Closing, the privilege of going upon the Land, at Purchaser's sole cost and expense, to inspect, examine, test, investigate, appraise and survey the Property, including, without limitation, soils and environmental tests and inspections. In exercising the privileges granted pursuant to this subsection 9.2, Purchaser shall substantially restore the Property to the condition existing prior to such activities on the Property. In consideration of Purchaser's right to inspect the Property as described in this subsection 9.2, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Purchaser agrees to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage to personal property or personal injury arising from or attributable to any acts performed by Purchaser or its appointed agents or independent contractors in exercising Purchaser's rights under this subsection 9.2 (including, without limitation, any rights or claims of materialmen or mechanics to liens on the Property, but excluding any matter to the extent arising out of the negligence or misconduct of Seller). This agreement to indemnify Seller shall survive the Closing and any termination of this Agreement.

9.3 Conditions Precedent/Termination Right. In addition to any other termination right or other remedy specified herein and notwithstanding any provision of this Agreement which may be interpreted to the contrary, if Purchaser is dissatisfied, for any reason and in

Purchaser's exclusive judgment, with the results of Purchaser's investigation and study of the Property, then Purchaser may terminate this Agreement by notifying Seller or Seller's Attorney of such termination on or before the 5:00 p.m. on the Termination Date, whereupon the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

SECTION 10: PURCHASER'S ADDITIONAL CLOSING CONTINGENCY

Purchaser's obligation to close the transaction contemplated by this Agreement and purchase the Property is expressly subject and contingent upon Purchaser obtaining on or before the Termination Date all final, non-appealable governmental approvals and exercises of authority of Governmental Authorities, including, without limitation, approval by the Commission of the Town of Lauderdale-By-The-Sea (collectively the "Governmental Approvals").

Purchaser shall have up to and including the Termination Date to obtain any and all Governmental Approvals and shall provide same to Seller upon receipt. If Purchaser does not obtain the Governmental Approvals on or before the Termination Date, then Purchaser shall have the right to (i) terminate this Agreement by notifying Seller or Seller's Attorney in writing of such termination on or before the Termination Date or (ii) waive this contingency. If this Agreement is terminated by Purchaser, the Earnest Money shall be refunded to Purchaser by the Escrow Agent and thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

The parties acknowledge and agree that Purchaser's right to terminate under this Section 10 may be exercised upon the denial or any non-approval of any one of the various Governmental Approvals necessary to purchase the Property. Seller consents to Purchaser processing the necessary Governmental Approvals and agrees at Purchaser's request to execute any reasonable documentation necessary or appropriate in connection with Purchaser obtaining the Governmental Approvals.

SECTION 11: CLOSING

Subject to satisfaction of all conditions to Closing, the Closing shall be held during regular business hours on or before August 1, 2017, provided that all of Seller's conditions precedent to Closing have been satisfied or otherwise waived by the Purchaser and all Governmental Approvals have been obtained. The Closing shall be held at the offices of Purchaser's Attorney, at a time mutually acceptable to both parties and may be accomplished by electronic means or by mail, or as otherwise agreed to by the parties. If no such selection is timely made, the Closing shall be held at 10:30 a.m. local time on the Closing Date or at such other time or such other place as may be mutually agreed in writing by the parties hereto.

11.1 Delivery: Possession. At Closing, Seller shall deliver to Purchaser the items required of Seller under this Agreement, and Purchaser shall deliver to Seller the balance of the

Purchase Price (after crediting the Earnest Money and making other adjustments and prorations as provided herein) and the other items required of Purchaser under this Agreement. Seller shall deliver possession of the Property to Purchaser, subject only to the Permitted Exceptions at the time of Closing. Risk of loss shall remain with Seller until Closing.

11.2 Closing Costs.

11.2.1 Seller's Costs. Seller shall pay (i) property transfer, conveyance, sales and other taxes due on the transfer of the Property, (ii) the fees and expenses of Seller's attorneys, (iii) the documentary stamps and surtaxes due on the Deed, (iv) the cost of recording any corrective instruments, and (v) the brokerage or real estate agent commissions due to the broker as referenced in Section 16 of this Agreement, which commissions shall total four percent (4%) of the Purchase Price.

11.2.2 Purchaser's Costs. Purchaser shall pay (i) any costs incurred by Purchaser in preparing and performing its due diligence investigations, (ii) the cost of the Title Commitment, (iii) the premium for the Owner's Title Policy, (iv) the cost of recording the Deed, (v) the cost of the Survey, and (vi) the fees and expenses of Purchaser's attorneys.

11.2.3 Other Costs. Any other costs not specifically provided for in subsection 11.2.1, subsection 11.2.2 or otherwise pursuant to the terms of this Agreement shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the place where the Property is located. Any escrow fees, document preparation charges of the Title Company and other escrow related charges of the Escrow Agent in its capacity as escrow agent only shall be paid equally by Seller and Purchaser.

11.2.4 Survival. The provisions of this subsection 11.2 shall survive the Closing and the delivery of the Deed.

11.3 Purchaser's Conditions to Closing. Purchaser's obligation to purchase the Property or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Purchaser in its discretion):

11.3.1 Purchaser shall have obtained all Governmental Approvals necessary to purchase the Property;

11.3.2 Seller shall have fully performed each undertaking and covenant and agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 13 below;

11.3.3 Each representation and warranty made in this Agreement by Seller

shall be complete, true and accurate;

- 11.3.4** The Owner's Title Policy shall be issued, or in lieu of issuance of the foregoing at Closing, the Title Company shall have delivered a "marked up" Title Commitment, subject only to the Permitted Exceptions, with gap coverage, deleting all requirements and deleting the standard exceptions;
- 11.3.5** Without additional cost or charge to Purchaser, the Intangible Property shall be assigned to Purchaser;
- 11.3.6** Except as cured by Seller or otherwise approved or waived in writing by Purchaser, no event shall have occurred that may have an adverse effect on the physical condition of the Property;
- 11.3.7** No amendments, restatement, adoption or repeal of any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental authorities, officials, agencies and officers, ordinary or extraordinary, shall have occurred that is applicable to the Property and has or could have an adverse effect upon the value, use, operation, zoning, development or condition thereof.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Purchaser under this Agreement, Purchaser may terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and the parties shall be released from all obligations and liabilities under this Agreement except those that expressly survive termination of this Agreement.

SECTION 12: PRORATIONS AND CREDITS AT CLOSING

All prorations provided to be made "as of the Closing Date" shall each be made as of 11:59 p.m. local time on the date immediately preceding the Closing Date. In each proration set forth below, the portion thereof allocable to periods beginning with the Closing Date shall be credited to Purchaser, or charged to Purchaser, as applicable, at Closing or, in the case of allocations made after Closing, upon receipt of such payments or invoice as of the Closing Date. Except as may otherwise be specified herein, the following items shall, as applicable, be prorated between Purchaser and Seller or credited to Purchaser or Seller:

12.1 Property Taxes and Assessments.

- 12.1.1 Taxes.** Seller acknowledges and agrees that the Property is being purchased by an exempt governmental entity and that the Seller must comply with Section 196.295, Florida Statutes, regarding real estate taxes.

- 12.1.2 Special Assessments.** Certified, confirmed and ratified special

assessment liens as of Date of Closing (and not as of the date of this Agreement) shall be paid by Seller or Purchaser shall receive a credit therefor. Pending liens as of Date of Closing shall be assumed by Purchaser; provided, however, that where the improvement for which the special assessment was levied, had been substantially completed as of the date of this Agreement, such pending liens shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the estimated assessment for the improvement.

12.2 Other Matters. Seller and Purchaser shall make such other adjustments and apportionments as are expressly set forth in this Agreement.

12.3 Survival. The provisions of this Section 12 shall survive the Closing and the delivery of the Deed. In the event final figures have not been reached on any of the adjustments, prorations or costs which are to be adjusted at or prior to Closing pursuant to this Section 12, the parties shall close using adjustments and prorations reasonably estimated by Seller and Purchaser, subject to later readjustment when such final figures have been obtained. The parties hereto agree that they shall seek to determine the amounts of all prorations and adjustments required hereunder on or before the Closing Date, if possible, and to the extent not then obtainable within one (1) year of Closing.

SECTION 13: CONVEYANCES AND DELIVERIES AT CLOSING

13.1 Warranty Deed. At Closing, Seller shall convey the Land to Purchaser by a duly executed and recordable statutory warranty deed in substantially the form attached hereto as Exhibit "B" (herein referred to as "Deed"), subject only to the Permitted Exceptions.

13.2 Bill of Sale. At Closing, Seller shall also convey the Improvements to Purchaser by a duly executed Bill of Sale in substantially the form attached hereto as Exhibit "C".

13.3 Seller's Records. At or simultaneously with the Closing, Seller shall deliver to Purchaser the originals (or if originals are unavailable, certified copies) of the Seller's Records, and the Permits. Seller may keep copies of such materials at Seller's sole cost and expense.

13.4 Section 1445 Certificate. At Closing, Seller shall execute and deliver to Purchaser and the Title Company a certificate substantially in the form as Exhibit "D" attached hereto stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and the regulations thereunder.

13.5 Form 1099. At Closing, Seller shall execute and deliver to Purchaser and the Title Company such federal income tax reports respecting the sale of the Property as required by the Internal Revenue Code and such other information required by the Title Company to complete IRS Form 1099 with respect to this transaction.

13.6 Affidavit of Title. At Closing, Seller shall execute and deliver to Purchaser and

to the Title Company a no-lien, possession and gap title affidavit in the form required by the Title Company, together with such resolutions, affidavits, documents and certificates as the Title Company may reasonably require to issue the Owner's Title Policy in accordance with the terms of this Agreement.

13.7 Closing Statement. At Closing, Seller and Purchaser shall execute and deliver a Closing Statement which shall, among other items, set forth the Purchase Price, all credits against the Purchase Price, the amounts of all prorations and other adjustments to the Purchase Price and all disbursements made at Closing on behalf of Purchaser and Seller in accordance with the terms of this Agreement.

13.8 Evidence of Authority. At Closing, Seller shall update Evidence of Authority dated not more than five days before the Closing Date.

13.9 General Assignment. At Closing, Seller will deliver to Purchaser a general assignment, to the extent assignable, of the Seller's Records, Permits, the Intangible Property and all other property and rights included in the transaction contemplated by this Agreement, which assignment shall be substantially in the form attached hereto as Exhibit "E".

13.10 Disclosure Affidavit. At least ten (10) days prior to Closing, Seller shall execute and deliver to Purchaser an affidavit in recordable form as required by the provisions of Section 286.23, Florida Statutes.

13.11 Physical Possession. At Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all personal property of tenants including all appliances, furniture or other possessions.

13.11 Seller's Certificate. At Closing, Seller shall deliver to Purchaser a certificate of Seller dated as of the Closing Date certifying (i) that all representations and warranties of Seller under this Agreement are true and correct, in all respects as of the Closing Date (except as the same may have been changed as permitted in accordance with the terms of this Agreement and disclosed to Purchaser prior to Closing) and (ii) to Seller's actual knowledge, that there has occurred no default or breach, nor any event which with notice or with the passage of time, or both, would constitute such a default or breach by Seller under this Agreement.

13.12 Seller's Affidavit. At Closing, Seller shall deliver to Purchaser an Affidavit, in form reasonably satisfactory to Purchaser, confirming that Seller is duly formed, validly existing and in good standing under the laws of the state of its formation and in the state where the Property is located; that Seller and the person executing the closing documents on behalf of Seller has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; and that the execution, delivery and performance of this Agreement and of all instruments to be executed and delivered by Seller hereunder have been duly authorized by all necessary action on the part of Seller and will not conflict with or result in a breach of or any order, judgment, writ, injunction or decree of any court or governmental instrumentality, or of the trust agreement of Seller or any agreement or instrument to which Seller is a party or by which it is bound, or to which the Property is subject.

13.13 Other Documents. At Closing, Seller and Purchaser shall deliver to each other any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

SECTION 14: NOTICES

All notices, consent, approvals and other communications that may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, (b) electronic facsimile or other transfer device with telephone or other confirmation of receipt, provided that a hard copy of such notice is mailed by US first class mail, postage prepaid, on or before the next Business Day following such telecopy delivery or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), with all delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received, (1) if delivered by hand or overnight delivery service on the date of delivery and (2) if sent by electronic transfer on the date transmission is confirmed by telephone or return electronic transfer from the receiving party, provided that a hard copy of such notice is mailed by US first class mail, postage prepaid, on or before the next Business Day following such telecopy delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

IF TO SELLER: 4750, LLC.
7060 Long Leaf Drive
Parkland, FL 33076
Telephone No.: 954-661-0801
Fax No.:
Email Address: Stephane.maltais@gmail.com

With a copy to: Alexzander Gonano, Esq.
1600 S. Federal Hwy., Ste. 200
Ft. Pierce, FL 34950
Telephone: 772-464-1032 ext 1014
Email: agonano@gh-law.com

IF TO PURCHASER:
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale by the Sea, Florida 33308
Attention: Town Manager
Telephone No.: (954) 640-4204
Telecopy No.: (954) 640-4236

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd. Suite 700
Coral Gables, Florida 33134
Attention: Eduardo M. Soto, Esq. Telephone No.: (305) 854-0800
Telecopy No. (305) 854-2323

SECTION 15: CASUALTY AND CONDEMNATION

15.1 Casualty. Prior to the Closing Date, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty shall be borne and assumed by Seller, except as otherwise provided in this subsection 15. Until the Closing has occurred, Seller shall keep all insurance policies in effect with respect to the Property. If, prior to the Closing Date, any part of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately notify Purchaser of such fact. If such damage or destruction is material (as defined below), Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice. For purposes hereof "material" shall be deemed to be any uninsured damage or destruction to the Property (except that a casualty shall not be deemed uninsured solely because all, or a portion of, the cost of the casualty is subjected to a deductible) or any insured damage or destruction (i) where the cost of repair or replacement is estimated, in Purchaser's good faith judgment, to be Thirty-Five Thousand and No/100 or more for the Improvements, or (ii) where the repair or replacement is estimated, in Purchaser's good faith judgment, to require more than one hundred twenty (120) days to repair. If Purchaser does not exercise this option to terminate this Agreement, or if the casualty is not material, neither party shall have the right to terminate this Agreement, and the parties shall proceed to the Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price but, Seller, at Closing, shall assign to Purchaser, and Purchaser shall be entitled to receive and keep, all insurance proceeds payable with respect to such casualty, plus Seller shall pay over to Purchaser the sum of (a) all insurance proceeds previously paid to Seller with respect to such casualty (other than amounts expended by Seller for emergency repairs or for repairs which are approved in writing by Purchaser) and (b) an amount equal to the deductible amount with respect to the insurance. In such event, Seller shall not be obligated to repair or restore the Property. If Purchaser does not elect to terminate this Agreement by reason of any casualty, Purchaser shall have the right to participate in any adjustment of the insurance claim and, in such event, Purchaser and Seller shall cooperate each with the other in good faith.

15.2 Condemnation. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the beds of streets, roads, alleys, avenues and highways abutting the Property and all of Seller's right, title and interest in and to all awards in condemnation, or damages or any kind, to which Seller is entitled at the time of Closing, by reason of any exercise of power of eminent domain with respect thereto or for the taking of the Property or any part thereof or by reason of any other event affecting the Property which gives rise to a damage claim against a third Party after the date hereof. Prior to the Closing Date, if all or any portion of the

Property is taken, or if access thereto is reduced or restricted by eminent domain or otherwise (or if such taking, reduction or restriction is pending, threatened or contemplated) (hereinafter a "Condemnation Proceeding"), Seller shall immediately notify Purchaser of such fact. In the event that such notice related to the taking of all or any portion of the Property, Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's notice; whereupon the Earnest Money shall be refunded to Purchaser and thereafter neither Party shall have any rights, obligations or liabilities hereunder except with respect to those rights, obligations or liabilities which expressly survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement as herein provided, Seller shall pay to Purchaser any award received by Seller prior to Closing and Purchaser shall have the right to participate with Seller in any Condemnation Proceeding affecting the Property; provided, that in doing so Purchaser shall cooperate with Seller in good faith.

SECTION 16: BROKERS

Each party represents to the other that such party has not incurred any obligation to any broker, finder or real estate agent with respect to the purchase or sale of the Property other than Seller, who has contracted with Rick Bonvie of Bonvie Realty & Development who shall be compensated solely by Seller as set forth in Section 11.2.1 of this Agreement.

Each of Seller and Purchaser agrees to indemnify and defend the other against, and to hold the other harmless of and from all claims, demands and liabilities (including reasonable attorney's fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by, any broker, agent or other such Person arising out of the employment or engagement of such Person employed (expressly or impliedly) by Seller or Purchaser, as applicable, or with whom Seller or Purchaser, as applicable, has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee; provided, however, Purchaser's indemnification obligations under this Section 16 are subject to the provisions and monetary limitations of Section 768.28, Florida Statutes. The representation, warranties, undertakings and indemnities of this Section 17 shall survive the Closing hereunder and any termination of this Agreement.

SECTION 17: INDEMNITIES

17.1 Seller's Indemnity. Seller hereby agrees to indemnify, protect, defend (through attorneys reasonably acceptable to Purchaser) and hold harmless Purchaser and its commission members, administrative officials, agents, employees, successors and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees actually incurred) which may at any time following the Closing Date be asserted against or suffered by Purchaser arising out of or resulting from the following (whether asserted or accruing before or after Closing):

17.1.1 any personal injury or property damage occurring prior to the Closing Date unless caused by the negligence of Purchaser or its

agents or contractors;

17.1.4 any taxes payable in connection with this transaction or with respect to the Property prior to Closing;

17.1.5 Seller's failure to comply with the provisions of this Agreement which require performance or payment on the part of Seller after Closing.

17.2 Survival. The provisions of Section 17 shall survive the Closing hereunder and the delivery of the Deed.

SECTION 18: DEFAULT/REMEDIES

18.1 Seller's Default/Purchaser's Remedies. Notwithstanding any other remedy provided for herein, if Seller defaults in the observance or performance of its covenants and obligations hereunder, Purchaser may, at its option, terminate this Agreement and receive a refund of the Earnest Money or seek specific performance of this Agreement, without in either case waiving any action for damages resulting from Seller's breach.

18.2 Purchaser's Default/Seller's Remedies. If Purchaser defaults in the observance or performance of its covenants and obligations hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) receive the Earnest Money from Escrow Agent as liquidated damages. Purchaser and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Earnest Money by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom. Seller's right to so terminate this Agreement and to receive liquidated damages as aforesaid is Seller's sole and exclusive remedy. Seller hereby waives, relinquishes and releases any and all other rights and remedies, including but not limited to: (1) any right to sue Purchaser for damages or to prove that Seller's actual damages exceed the amount which is hereby provided Seller as fully liquidated damages or (2) any other right or remedy which Seller may otherwise have against Purchaser, either at law, or equity or otherwise.

SECTION 19: ESCROW AGENT

19.1 Performance of Duties. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.

19.2 Reliance. Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or

validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing any instrument; Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement.

19.3 Right to Interplead. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or about the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement; upon filing such action, Escrow Agent shall be released from all obligations under this Agreement.

19.4 Attorney's Fees and Costs. In any suit between Purchaser and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the Escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The parties hereby agree that Escrow Agent shall not be liable to any party or person for mis-delivery to Purchaser or Seller of items subject to this escrow, unless such mis-delivery is due to willful breach of this Agreement or gross negligence of Escrow Agent.

19.5 Escrow Agent as Counsel for Purchaser. It is acknowledged that Escrow Agent is counsel for Purchaser. It is agreed that Escrow Agent shall not be disabled or disqualified from representing Purchaser, its commission members, parents, officers, directors or agents in connection with any dispute or litigation which may arise out of or in connection with this transaction or this Agreement as a result of Escrow Agent acting as the escrow agent under this Agreement and the Seller, waives any claim or right to assert a conflict arising out of or in connection with the foregoing.

SECTION 20: GENERAL PROVISIONS

20.1 Entire Agreement. This Agreement, and all the Exhibits referenced herein and annexed hereto, contain the final, complete and entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise expressly provided herein, the agreements embodied herein may not be amended except by an agreement in writing signed by the parties hereto.

20.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

20.3 Further Assurances. Seller and Purchaser each agrees to execute and deliver to the other such further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement. This covenant shall survive the Closing.

20.4 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit to expand the scope or content of this Agreement or any provision hereto. If any party to this Agreement is made up of

more than one Person, then all such Persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

20.5 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Agreement. Facsimile copies shall be deemed originals.

20.6 Non-waiver. No waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

20.7 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

20.8 Exhibits. The Exhibits referred in and attached to this Agreement are incorporated herein in full by this reference.

20.9 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

20.10 Business Days. If any date provided for in this Agreement shall fall on a day which is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

20.11. Time is of the Essence. Time is of the essence in this Agreement.

20.12 No Personal Liability of Commission Members, Administrative Officials or Representatives of Purchaser. Seller acknowledges that this Agreement is entered into by a

municipal corporation as Purchaser and Seller agrees no individual commission member, administrative official or representative of Purchaser shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

20.13 Effective Date. For purposes of calculation of all time periods within which Seller or Purchaser must act or respond as herein described, all phrases such as "the date of this Agreement", "the date of execution of this Agreement" or any other like phrase referring to the date of the Agreement, shall mean and refer to the "Effective Date" of this Agreement.

20.14 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

20.15 Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH.

20.16 No Negotiation With Other Persons. Seller agrees not to contract to sell or enter into negotiations for the sale of the Property to any person or entity other than Purchaser for so long as this Agreement is in effect.

20.17 Assignment. Purchaser may assign its rights under this Agreement.

20.18 Like Kind Exchange. Seller may exchange title in the Property for other property of like kind within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the "Exchange"). Seller reserves the right to assign Seller's rights, but not Seller's obligations hereunder, to a qualified intermediary as provided in Treas. Reg. Section 1.1031(k)-1(g)(4) (the "Qualified Intermediary"), on or before the Closing. Purchaser agrees to cooperate with Seller in Seller's attempts to affect an Exchange provided that Purchaser shall not be required to incur additional expenses or to take title to any real estate other than the Property and the Closing shall not be delayed as a result of the Exchange.

Exhibit 1

Item No. 13.a.

4410 Bougainvilla Drive
Purchase and Sales Agreement

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

Witnesses:

SELLER:

4750 LLC, a Florida limited liability
company

By: _____

Name: Stephane Maltais

Title: ADM.

Date: September ____, 2016

Exhibit 1

Item No. 13.a.

4410 Bougainvilla Drive
Purchase and Sales Agreement

PURCHASER:

TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA

By: _____

Name: _____

Title: Town Manager

Date: _____, 2016 _____

Attest:

By: _____

Town Clerk

Approved as to legal form and sufficiency:

By: _____

Town Attorney

By: _____

Name: Scot Sasser

Title: Mayor

Date: _____, 2016 _____, 2015

By: _____

Name: Lisa Fuentes

Title: Finance Director

Date: _____, 2016

ESCROW AGENT:

Weiss Serota Helfman Cole & Bierman,
P.L.

By: _____

Name: _____, Esq.

Date: _____

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This disclosure contains a list of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described in the Agreement above as required by Florida Statute Section 286.23.

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the Property:

Name	Address
Stephane Maltais	7060 Long Leaf Drive, Parkland, FL 33076

This disclosure is made and given by Seller with full knowledge regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations herein.

DISCLOSURE SIGNATURE PAGE FOLLOWS:

4750, LLC, a Florida limited liability company

By: _____

Name: Stephane Maltais

Title: ADM.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____ who (check one) ☐ is personally known to me or ☐ has
produced a _____ as identification.

My Commission Expires:

Notary Public
Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

**LOT 1 and 2 BLOCK 22 of LAUDERDALE-BY-THE-SEA,
according to the Plat thereof, recorded in Plat Book 6, Page 2, of
the Public Records of Broward County, Florida.**

EXHIBIT “B”

STATUTORY WARRANTY DEED

This instrument prepared by:
Record and return to:

Eduardo M. Soto, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

Tax Folio Identification Number: 4943 18 01 2110

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is made and executed this _____ day of _____, 2016, by 4750, LLC, a Florida limited liability company (the “Grantor”), whose mailing address is 7060 Long Leaf Drive, Parkland, FL 33076 to the Town of Lauderdale-By-The-Sea, whose mailing address is 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308 (the “Grantee”).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the “Property”) located in Broward County, Florida, and more particularly described as:

Lot 1 and 2, Block 22 of LAUDERDALE-BY-THE-SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. All restrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record, provided the foregoing shall not act to reimpose same;
2. The lien of all ad valorem real estate taxes and assessments subsequent to the date hereof and subsequent years
3. All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and

Exhibit 1

Item No. 13.a.

4410 Bougainvillea Drive
Purchase and Sales Agreement

4. All matters which would be disclosed by an accurate survey of the Property.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first written above.

Witnesses:

GRANTOR:

Print Name: _____

**4750, LLC, a Florida limited liability
company**

By: _____

Name: Stephane Maltais

Title: ADM.

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ who (check one) [☐] is personally known to me or [☐] has produced a driver's license as identification.

My Commission Expires:

Notary Public

Print Name: _____

EXHIBIT “C”
BILL OF SALE**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that 4750, LLC, a Florida limited liability company (“Seller”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States, to it paid by the TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (“Purchaser”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Purchaser, its successors and assigns, the following goods and chattels:

All of the tangible personal property of Seller used in connection with and located in, on or at the real property legally described as:

Lot 1 and 2, Block 22 of LAUDERDALE-BY-THE-SEA, according to the Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida. (the “Real Property”).

TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns forever.

AND Seller does, for itself and its heirs, executors and administrators, covenant to and with the Purchaser, its successors and assigns, that Seller is the lawful owner of the Personal Property; that they are free from all encumbrances; that Seller has good right to sell the same aforesaid, and that Seller will warrant and defend the sale of the Personal Property hereby made, unto the Purchaser, its successors and assigns against the lawful claims and demands of all persons claiming by, through or under Grantor, but not otherwise.

Exhibit 1

Item No. 13.a.

4410 Bougainvilla Drive
Purchase and Sales Agreement

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the _____
_____ day of _____, 2016.

Witnesses:

Print Name: _____

Print Name: _____

SELLER:

4750, LLC, a Florida limited liability company

By: _____

Name: Stephane Maltais

Title: ADM.

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____
2016 by _____ who (check one) [] is personally known to me or [] has
produced a driver's license as identification.

My Commission Expires:

Notary Public

Print Name: _____

EXHIBIT "D"

FORM OF SECTION 1445 CERTIFICATE

SECTION 1445 CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared Stephane Maltais ("Affiant") who being first duly sworn upon oath, deposes and says:

1. That the Affiant is OWNER of 4750, LLC, a Florida limited liability company ("the Seller").
2. That the Seller is the owner of fee simple title to the real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Property").
3. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, Affiant hereby certifies the following:
 - 3.1 The Seller is not a foreign person, foreign corporation, foreign company, foreign trust, or foreign estate for the purposes of U.S. income taxation (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
 - 3.2 The _____'s taxpayer identification number is _____.
 - 3.3 The _____'s address is _____.
 - 3.4 Affiant understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this _____ Day of _____, 2014 by _____, who (check one) ☐ is personally known to me or ☐ has produced _____ a driver's license as identification.

My Commission Expires:

Notary Public
Print Name: _____

EXHIBIT “E”**FORM OF GENERAL ASSIGNMENT****GENERAL ASSIGNMENT**

THIS GENERAL ASSIGNMENT (the “Assignment”) is made and entered into this day ____ of ____, 20 __, by and between _____ (the “Assignor”) and **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA** (the “Assignee”).

RECITALS

1. On the date hereof, Assignor has sold and conveyed to Assignee that certain real property located in Broward County, Florida, and more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, pursuant to that certain Purchase and Sale Agreement dated _____, 2016, between Assignor and Assignee (the “Agreement”).
2. The Property is subject to the Intangible Property (as defined below).
3. The Agreement provides that Assignor shall transfer to Assignee all of Assignor’s right, title and interest in and to the Intangible Property.
4. Assignor desires to assign and convey to Assignee, and Assignee desires to accept, all of Assignor’s right, title and interest in and to the Intangible Property pertaining to the Property pursuant to the terms and conditions of the Agreement

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Assignment and Acceptance. Assignor hereby sells, assigns, conveys, grants and sets over unto Assignee all of Assignor’s right, title and interest, if any, in and to any and all intangible property owned by Assignor and used solely in connection with and relating solely to the ownership, use, development, operation, management, occupancy or maintenance of the Property including, but not limited to, all consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental authority or quasi-governmental authority issued or granted with respect to the Property as well as all public and private Agreement rights and development or usage rights of Assignor relating directly and solely to the Property (collectively, the “Intangible Property”), if any. Assignor hereby warrants and represents to Assignee that the Intangible Property is conveyed by Assignor to Assignee free and clear of all liens, encumbrances, and security interests whatsoever.
3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Exhibit 1

4. Applicable Law. This Assignment shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

Witnesses:

Print Name: _____

Print Name: _____

ASSIGNOR:

4750, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

Attest:

Town Clerk

By: _____

Ralph Bentley, Town Manager

**Approved as to legal form
and sufficiency:**

By: _____

Town Attorney

Exhibit 1

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of ____, 2016 by _____, who, check one) [] is personally known to me or [] has produced a license as identification.

My Commission Expires:

Notary Public
Print Name:_____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Ralph Bentley, as Town Manager of TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, who (check one) [] is personally known to me or [] has produced a driver's license as identification.

My Commission Expires:

Notary Public
Print Name:_____

Exhibit 2

Frequently Asked Questions

Page 1

1. If approved, how will the Town pay the negotiated purchase price of \$2,700,000?

Answer: The Town Manager proposes funding the purchase from the Parking Fund balance which was approximately \$3.8 million as of September 20, 2016.

2. How many parking spaces are in the A1A lot and how many could be built in the 4410 property?

Answer: The Town Engineer prepared some preliminary layouts of what could be built. Because of drive aisles dimensions, turning requirements, landscape and the loss several existing spaces where the new area would connects to the existing lot, the Town Engineer estimates 31 net new spaces.

(If we use the 4410 property for valet parking at peak times; however, the number of vehicles parked could be significantly increased.)

Additionally, the Town Engineer has been working on a preliminary plan to reconfigure Poinciana Street and Bougainvilla Drive from the Community Church to Commercial Boulevard to add additional parking, make it more pedestrian friendly, and create a link between the A1A parking lot and west Commercial Boulevard.

Number of Parking Spaces		
A1A Lot	95	
4410 Bougainvilla	31	33% increase
Total	126	Not including additional spaces from reconfiguring Poinciana and Bougainvilla

3. How much property tax will the 4410 property pay to the Town this year?

Answer: \$ 6,703.81 in the upcoming fiscal year (i.e., FY2017).

Exhibit 2

Frequently Asked Questions

Page 2

4. What is the total cost to create those 31 spaces on the 4410 Bougainvilla property?

Answer:

	Total Cost	Cost Per Space	
Land	\$2,700,000 (\$216 per sq. ft.)		\$87,096.77
Demolition	\$50,000	\$1,612.90	\$10,161.29
Construction	\$265,000	\$8,548.39	
Total	\$3,015,000		\$97,258.06

5. The Parking Strategic Plan said on page 36 that it would cost about \$30,985 per space or about \$43,784 NET per space to build a garage. Why would the Town consider spending \$87,097 per space (See question 4)?

Answer: The cost to build a space mentioned in the Parking Strategic Plan did **NOT** include the cost of the land. *The relevant comparison is between \$43,784 net cost for a new space in a garage on the A1A Lot vs. \$10,161 for a new space at 4410 Bougainvilla.*

6. What is parking revenue from the A1A Lot and what do other lots produce?

Parking Lot	# of Spaces	Annual Revenue Per Space			
		Actual FY15		Projected FY16	
A1A	95	\$2,780	\$1.25	\$2,857	\$1.50
El Mar	25	\$7,014	\$1.50	\$9,583	\$2.00
El Prado	90	\$4,380	\$1.50	\$5,698	\$1.75

Exhibit 2

Frequently Asked Questions

7. What did it cost to buy the properties for the existing A1A Parking Lot?

Answer:

A1A Parking Lot History		Land Cost	Sq. Ft.	No. Spaces	Cost Per Space
1.	4420 Bougainvilla 6-13-2005	\$1,103,900	12,502	28	\$39,425
2.	4425 Ocean (includes interest) 3-9-2006	\$3,494,973	18,753	40	\$87,374
3.	Wings Lot 2012	Donation	6,251	N/A	N/A
	Current Total (1)		37,506	95	
	Proposed 4410 Bougainvilla	\$2,700,000	12,502	31	\$87,097
	Possible Total		47,757	126	

(1) The A1A lot was renovated in 2013 to incorporate the Wings lot

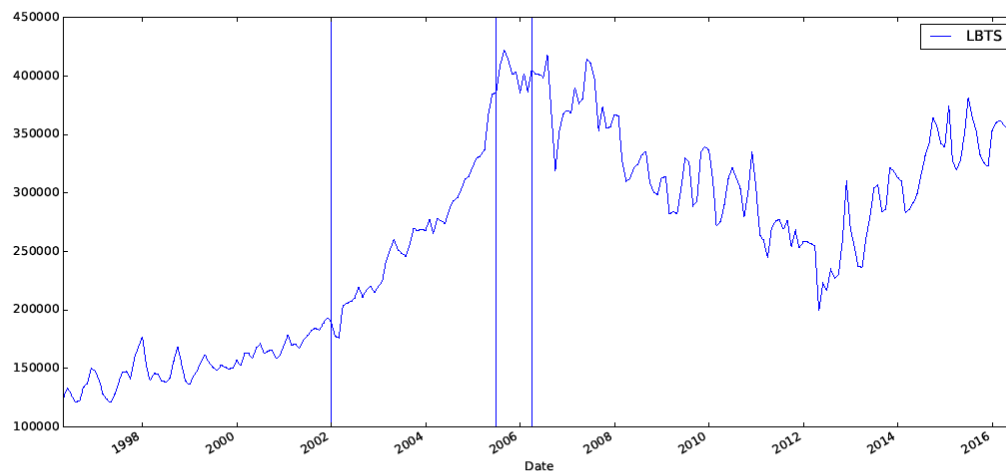
Exhibit 2

Frequently Asked Questions

Page 4

8. What is the approximate value of 4420 Bougainvilla Drive, 4425 Ocean Drive, and the El Mar Parking Lot today?

Answer: In order to estimate the current value of the aforementioned properties we analyzed the change in the Zillow Home Value Index which is graphed below. The Zillow Home Value Index estimates the median market value of median sale price for the 33308 zip code each month. The vertical lines show the dates that the El Mar lot and the two parts of the A1A lot were purchased in December 2001, June 2005, and March 2006, respectively.



The graph shows that property values declined significantly since March 2006 when the second parcel in A1A parking lot was purchased. They have rebounded but as per the table below, home values still have not reached the level they were at when the A1A lot purchases were made. In contrast, property values have increased significantly since the El Mar lot was purchased in December 2001.

Property Address	Purchase / Current Date	Median Home Value	% Change in Med Home
4420 Bougainvilla (A1A Lot part 1)	Jun-05	\$385,750	
	Jun-16	\$353,075	-8.5%
4425 Ocean (A1A Lot part 2)	Mar-06	\$405,000	
	Jun-16	\$353,075	-12.8%
4413 El Mar Dr (El Mar Lot)	Dec-01	\$190,000	
	Jun-16	\$353,075	85.8%

Exhibit 2

Frequently Asked Questions

Page 5

9. How often is the A1A Lot full?

Answer: The table below and on the following page, which is based on an analysis of pay station data, shows **the percentage of days that the A1A lot was at least 85% full for at least three hours** during the specified period. For example, the lot filled up on 71% and 81% of the Sundays in 2014 and 2015, respectively. Similarly, it filled up 24% of the days in 2014 and 2015.

2012								2012 Total
Month/ Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
January								
February							25%	3%
March							50%	6%
April							60%	10%
May								
June								
July							40%	6%
August								
September	25%						20%	7%
October						25%	25%	6%
November								
December								
2012 Total	2%	0%	0%	0%	0%	2%	19%	3%

2013								2013 Total
Month/ Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
January		20%						3%
February								
March								
April								
May	25%					25%	50%	13%
June						40%	40%	13%
July					25%			3%
August								
September								
October								
November								
December					67%	25%	20%	13%
2013 Total	2%	2%	0%	0%	6%	8%	10%	4%

2014								2014 Total
Month/ Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
January					60%	25%	75%	23%
February	25%				25%	100%	100%	36%
March	20%	25%				80%	100%	35%
April					75%	100%	75%	33%
May	25%				60%	80%	100%	39%
June					25%	50%	80%	23%
July					50%	75%	50%	23%
August					40%	60%	80%	29%
September	20%							3%
October						25%	100%	16%
November						20%	40%	10%
December	20%	20%				25%	50%	16%
2014 Total	10%	4%	0%	0%	29%	54%	71%	24%

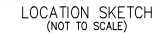
Exhibit 2

Frequently Asked Questions

Page 6

2015								2015 Total
Month/ Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
January						60%	75%	19%
February		25%			50%		100%	25%
March	20%				25%	75%	100%	32%
April					50%	100%	100%	33%
May	25%					100%	100%	35%
June					25%	50%	100%	23%
July					40%	75%	100%	29%
August						60%	60%	19%
September						25%	75%	13%
October						20%	75%	13%
November					50%	25%	60%	20%
December	25%	20%	20%	20%	25%	25%	25%	23%
2015 Total	6%	4%	2%	2%	21%	52%	81%	24%

2016								2016 Total
Month/ Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
January					20%	60%	40%	19%
February			25%		75%	50%	75%	31%
March				40%	100%	50%	100%	39%
April					60%	100%	100%	40%
May	20%				50%	75%	100%	35%
June						50%	75%	17%
July	25%			25%	40%	100%	100%	45%
August						50%	50%	13%
2016 Total	6%	0%	3%	9%	43%	69%	80%	30%



SITE PLAN INFORMATION

PARKING DATA:	EXISTING	RECONFIGURED
1. WINGS LOT	95	
2. RECONFIGURED WINGS LOT + APARTMENT LOT		126 (ALT. 'A')
3. EXISTING SPACES IN BOUGAINVILLE ROW	33	
4. RECONFIGURED SPACES IN BOUGAINVILLE ROW		42
TOTAL PARKING SPACES	128	168

ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA
DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.)
RIGHT-OF-WAY SHALL CONFORM TO THE (LATEST EDITION)
F.D.O.T. DESIGN STANDARDS AND (LATEST EDITION) STANDARD
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC, EXCEPT FOR PARKING STRIP STRIPING.
2. R1-1 AND R5-1 SIGNS SHALL BE DIAMOND GRADE SHEETING.
3. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF URBAN TRAFFIC CONTROL DEVICES, (MUTCD) AND ICTD STANDARDS (CURRENT EDITION).
4. ALL STRIPING IS TO CONFORM TO THE REQUIRED RETRO-REFLECTIVITY STANDARDS AS PER B.C.T.E.D.
5. REMOVAL OF PAVEMENT MARKINGS SHALL BE BY SAND OR HYDROBLASTING AS REQUIRED BY B.C.T.E.D.
6. ALL PAVEMENT MARKING AND SIGNAGE DAMAGED DURING CONSTRUCTION, SHALL BE RESTORED TO BROWARD COUNTY TRAFFIC ENGINEERING STANDARD (CURRENT EDITION)





LOCATION SKETCH
(NOT TO SCALE)

Concept 3.2 ---> X2

SITE PLAN INFORMATION

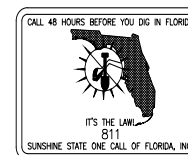
PARKING DATA:	EXISTING	RECONFIGURED
1. WINGS LOT	95	124 (ALT. 'A')
2. RECONFIGURED WINGS LOT + APARTMENT LOT	33	53
3. EXISTING SPACES IN BOUGAINVILLE ROW		
4. RECONFIGURED SPACES IN BOUGAINVILLE ROW		
TOTAL PARKING SPACES	128	177

GENERAL NOTES:

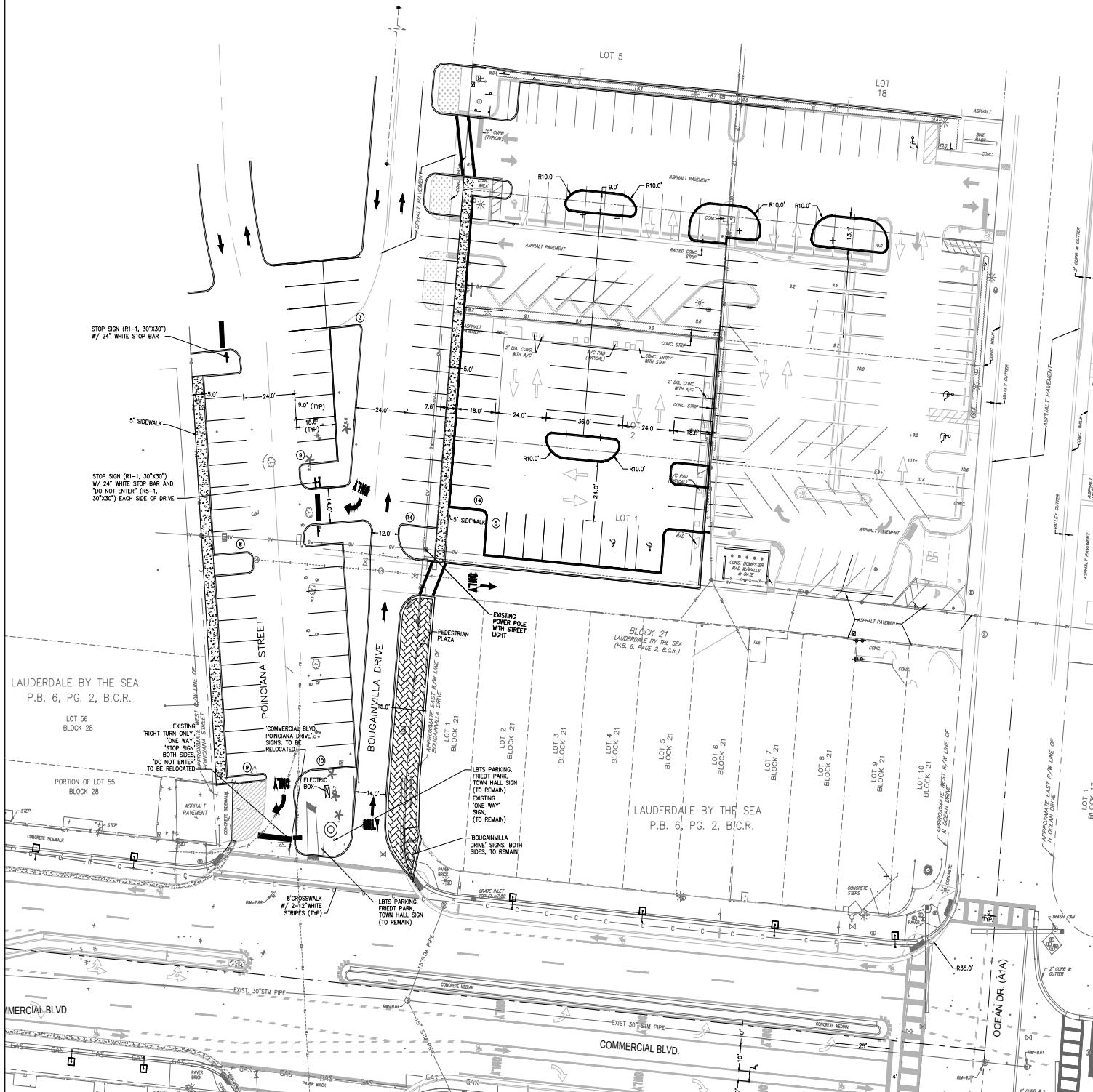
ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.) RIGHT-OF-WAY SHALL CONFORM TO THE (LATEST EDITION) F.D.O.T. DESIGN STANDARDS AND (LATEST EDITION) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

SIGNAGE AND MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC, EXCEPT FOR PARKING STALL STRIPING.
2. R1-1 AND R5-1 SIGNS SHALL BE DIAMOND GRADE SHEETING.
3. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) AND ICTD STANDARDS (CURRENT EDITION).
4. ALL STRIPING IS TO CONFORM TO THE REQUIRED RETRO-REFLECTIVITY STANDARDS AS PER B.C.T.E.D.
5. REMOVAL OF PAVEMENT MARKINGS SHALL BE BY SAND OR HYDROBLASTING AS REQUIRED BY B.C.T.E.D.
6. ALL PAVEMENT MARKING AND SIGNAGE DAMAGED DURING CONSTRUCTION, SHALL BE RESTORED TO BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS (CURRENT EDITION)



Scale:
1"=20'
Job No.
12-1030.05
Drawn by
JAS
Proj. Mgr.
JMF
Appr. by
JMF





Agenda Memorandum

Commission

Department

Mark BrownVice Mayor

COMMISSION MEETING DATE: September 26, 2016
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ITEM CATEGORY: New Business

SUBJECT TITLE: Uber Promotional Weekend

EXPLANATION: Lauderdale-By-The-Sea has struggled for many years with a shortage of convenient parking spaces in the downtown business district. This parking shortage discourages many people from visiting the Town and patronizing our restaurants and stores, and creates annoying traffic congestion downtown. While we have added a number of new spaces in recent years, we haven't met the recommendations of our parking consultant and we just don't have the physical space to add many more. There is little support in the general community to build a parking garage, and all options for adding more parking seem to be very expensive and often controversial.

Against this background, I am proposing that we take a completely different approach to address the parking situation in LBTS. If this proposal works, it could solve our parking problem once and for all in an inexpensive and community-friendly way. It could also serve as a model for other communities in south Florida, and indeed throughout the world, which struggle with similar parking problems.

The key to this plan is to bring together the Town, our business community and the ride-sharing service Uber into a partnership. To that end, I hosted a meeting in Town Hall on Sept. 13 with representatives of the Town, Uber, the Chamber of Commerce and our advertising firm to discuss the idea. We all agreed that it can work and we are anxious to put together a trial program, pending the approval of the Town Commission. Here is what I am proposing:

During one weekend in November, we conduct a marketing program called "Visit Lauderdale-By-The-Sea, Leave Your Car At Home." Under this program, the town will open a small bank account with Uber. Uber will create a unique promotional code on its phone app under which people who come to LBTS via Uber will have a portion of their fare automatically paid for out of the town's bank account. In other words, we will subsidize part of the cost of the ride for people to come to LBTS that weekend without driving their own car.

To get the word out, the town will aggressively market and promote this discount program in communities

Agenda Memorandum

Page 2



around Broward County through advertisements in local newspapers. We want to let people know that they are welcome to visit LBTS via Uber, and that we will pay part of their cost to get here.

To sweeten the pot further, the Chamber of Commerce will encourage local restaurants, bars and shops to offer discounts to customers who show an Uber receipt that weekend, such as a few dollars off the cost of meals, drinks, etc. We want to roll out the red carpet and provide some real incentives for people to come here that weekend. The goal is to get more people here without cars, and show them a good enough time that they are likely to become repeat Uber customers in the future--even when we are no longer offering subsidies.

Here are a few additional points to consider:

1. We already subsidize both the Pelican Hopper and the Sun Trolley, so there is no reason why we cannot use public funds to subsidize an Uber ridership program as well;
2. We currently net more than \$1 million a year in our parking fund. The cost for this promotional weekend would be a few thousand dollars out of the parking fund, which is minimal. Looking at this approach long-term, instead of spending hundreds of thousands or even millions of dollars from the parking fund to create a handful of new parking spaces, we could spend a few thousand dollars on advertising and ride subsidies and potentially bring hundreds of new visitors into town each week without adding more cars and traffic congestion.
3. Uber has the technology to set up this designated bank account and unique promotional app. They are interested in trying it in LBTS to see if it could become a new marketing model for them worldwide. Uber can do other things for us with its technology as well. For instance, they could create a designated drop-off and pick-up point in the downtown area. That means we could steer the Uber cars to a location east of A1A and keep them away from the circle, where most of the pedestrians are. Or perhaps we could designate the spaces in front of the new restrooms for Uber pick-up and drop-off. In addition, Uber can provide us with hard data on the number of people who come to town that weekend and how much money is drawn down from our account, so we can know with certainty if the promotion works.
4. If it does, we would have a lot of options for the future. For instance, we could continue to advertise and subsidize rides throughout the upcoming season, to build a really strong new Uber-centric customer base. Or, we could just do it on occasional weekends, especially during the offseason when business is slow in town. We could also offer the ridership subsidy during lunch hours only to promote more customers during the day. We could even ask hotels to consider providing discounts to customers who come here without a car. The possibilities are endless and the potential benefits are enormous, since the goal is to get more people to town with fewer cars.

Agenda Memorandum

Page 3



EXPECTED OUTCOME: For purposes of tonight, I am only requesting discussion and consideration of a motion to authorize the Town Manager to put together an Uber Promotional Weekend Plan. We can get this done in a few weeks and the proposal could go on the October 25th agenda. We will invite Uber, Town Staff, Chamber of Commerce and Ambit to speak at that meeting to discuss their roles. We can decide actual dollar amounts for subsidies and advertising at that time, based on their recommendations. It makes the most sense to hold the promotional weekend sometime in November, once the music resumes on the street, so it will be an exciting weekend for people to visit the Town.

I am extremely enthusiastic about this idea. I think it has the potential to solve the unsolvable problem in town. Plus, I don't see this as a permanent subsidy program by any stretch. I feel that if we can get people to try coming here by Uber, many will enjoy the convenience of the ride and have a good enough time that they will come back on their own in the future, even without a subsidy or discount. We can build a whole new customer base of people who visit LBTS without bringing in more cars, traffic congestion, noise or pollution, and eliminate the expense and aggravation of providing new parking spaces once and for all. That would be amazing.

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----